



Agenda Item No: 4.d
Meeting Date: September 18, 2023

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works & Library and Recreation

Prepared by: April Miller, Public Works Director
Jill Tokutomi, Library & Recreation Assistant
Director/City Librarian

City Manager Approval: 

File No.: 06.01.251

TOPIC: DOWNTOWN LIBRARY MODERNIZATION PROJECT AGREEMENT AMENDMENT

SUBJECT: APPROVE AND AUTHORIZE THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH NOLL & TAM ARCHITECTS FOR ARCHITECTURAL, ENGINEERING, AND INTERIOR DESIGN SERVICES ASSOCIATED WITH THE DOWNTOWN LIBRARY MODERNIZATION PROJECT, FOR A TOTAL AMOUNT NOT TO EXCEED \$391,731, AND TO EXTEND THE TERM OF THE CONTRACT BY AN ADDITIONAL TWELVE MONTHS

RECOMMENDATION:

Approve and authorize the City Manager to execute a first amendment to the professional services agreement with Noll & Tam Architects for architectural, engineering, and interior design services associated with the Downtown Library Modernization Project, for a total amount not to exceed \$391,731, and to extend the term of the contract by an additional twelve months.

BACKGROUND:

The San Rafael Public Library (1100 E St) was constructed in 1909 with funding from Andrew Carnegie. The building has been modified significantly with an addition and parking garage in 1960 to the north-facing side and in 1976 the parking garage was enclosed to create additional public space. As a result of community interest, the City commissioned a [2019 Existing Facilities Report](#) which outlined the facility upgrades needed to sustain the current building for the next 5 years, and a [2019 Library Facility Planning Study](#) which proposed longer-term options to address San Rafael’s need for additional library space.

The Downtown Library Modernization Project seeks to address a selection of critical infrastructure, accessibility and life-safety upgrades identified in the existing facilities report as well as some design improvements to create a more open, flexible environment that better meets the library’s operational needs. This project does not increase the square footage of the building and does not address the long-term need for additional library space as identified in the Library Facility Planning Study.

_____ **FOR CITY CLERK ONLY** _____

Council Meeting: _____

Disposition: _____

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 2

The City has secured \$3,000,000 in funding for this project, which includes \$2,000,000 in [California State Library grants](#) and \$1,000,000 in memorial funds donated to the City for the purpose of improving library facilities.

ANALYSIS:

The City issued a request for proposal (RFP) for these services on November 1, 2022, and as a result received four proposals from qualified firms. All firms were evaluated by City staff based on criteria specified in the RFP including, but not limited to, completeness of the proposal, understanding of the project scope of work, ability to meet deadlines and operate within budget, relevant experience and success in similar projects, qualified and experienced personnel in the project team, and references by former clients on similar projects. City staff found Noll & Tam Architects and their subconsultants to be the most qualified consultant team for this project.

On January 17, 2023, the City executed a Professional Services Agreement ([PSA](#)) with Noll & Tam Architects (Noll & Tam) for the Preliminary Design portion of the project, for an amount not to exceed \$67,905. Noll & Tam worked with City staff to evaluate critical building maintenance needs and staff operational needs and develop preliminary design plans. On July 5, 2023, the architects submitted Preliminary Design Plans (Attachment 2), which was reviewed by City staff and the Library Trustees at the July 11th Board of Library Trustees meeting, which was open to the public.

As per the preliminary plans, the project will address the following life-safety and critical infrastructure improvements:

- Maintain and re-balance the HVAC system.
- Upgrade electrical systems to meet code.
- Upgrade the interior staircase for improved accessibility.
- Upgrade existing plumbing and restroom infrastructure and add two additional ADA compliant restrooms (one on each floor for a total of four public restrooms).
- Install manual fire alarm system.
- Add an ADA accessible lift to downstairs staff work area and remove existing ramp.
- Remove the non-safety interior glass walls outside the existing children's area.

Additionally, the preliminary plans provide an overview of the proposed design improvements. These improvements were selected as having the greatest long-term benefit while fitting within the project budget. They include:

- Replace lighting in the 1st and 2nd floor of the Carnegie wing.
- Reconfigure the main entry lobby and make the children's area more open with an improved entryway, more flexible layout, and opportunities for programming.
- Replace the existing children's service desk with a 2-person service desk that serves both the lobby and the children's area.
- Return the current technical services staff work area to a small public programming room.
- Relocate the public computing stations and Memory Lab from the Carnegie wing to the northern addition.
- Redesign the 2nd floor Carnegie wing into a reading room with updated finishes, flexible collection, and programming space.
- Relocate the teen space and add two booths behind the service desk for public workspace, tutoring, etc.

- Replace some of the existing shelving and furniture with flexible mobile shelving and furniture that is more ergonomic and attractive.
- Remove existing staff restrooms from downstairs staff work area and reconfigure space into a staff meeting room, create additional staff workspace with removal of ramp, and improve acoustics for existing staff offices.

Staff is supportive of the preliminary design plans and believes that the proposed changes will provide the greatest benefit in terms of both building safety, usability and improving the public experience, while still considering the City's overall goal of pursuing a larger Downtown Library expansion.

Following the finalization of the preliminary design plans, City staff requested that Noll & Tam provide an updated fee proposal for completing the concept design phase, developing construction documents, and providing construction administration and close-out services. As such, Noll & Tam submitted an additional services request, dated August 30, 2023, (Attachment 3). The total cost of these services is \$323,826. Staff reviewed this proposal and found it to be complete and within industry standards. The proposal has been incorporated into the City's standard professional services agreement, included as Attachment 1.

ENVIRONMENTAL DETERMINATION:

Staff reviewed the scope of work necessary for the Downtown Library Modernization project and determined that it qualifies for a categorical exemption under the California Environmental Quality Act (CEQA) Guidelines, Section 15301 for Existing Facilities. The key consideration to obtain a categorical exemption is that the project involves negligible or no expansion of use. Qualifying examples that are in line with the scope of the Downtown Library Modernization project include, but are not limited to, alterations of existing public structures, facilities, mechanical equipment, plumbing, and such. Therefore, staff intend to obtain a categorical exemption under the California Environmental Quality Act (CEQA) Guidelines, Section 15301 for Existing Facilities during the design phase of the project.

COMMUNITY OUTREACH:

The publicly available 2019 Existing Facilities Report found substantial weaknesses in the areas of safety, access, building systems, architectural issues, and functionality regarding the Downtown library. This report along with the 2019 Library Facility Planning study and previous studies can be found on the City of San Rafael [website](#).

The Board of Library Trustees, consisting of community representatives, viewed and provided feedback to the preliminary plans at a public meeting on July 11, 2023. Feedback from the Trustees was positive, and the Board was in support of the proposed plans.

FISCAL IMPACT:

The Downtown Library Modernization Project is identified and budgeted in the City's 2023-24 Capital Improvement Program. Staff proposes to fund the first amendment associated with the architectural, engineering, and interior design services of this project by utilizing a total of \$391,731 in memorial funds that were donated to the City for the purpose of improved Library facilities and services that are accessible to all (Fund 712).

This amount will count towards the \$1,000,000 dollar-for-dollar matching funds required for the Building Forward Grant awarded for this project.

OPTIONS:

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

1. Adopt the resolution as presented.
2. Do not accept the proposal from Noll & Tam Architects and direct staff to reissue the RFP. This option will delay this project.
3. Do not accept the proposal from Noll & Tam Architects and provide further direction to staff.

RECOMMENDED ACTION:

1. Approve and authorize the City Manager to execute a first amendment to the professional services agreement with Noll & Tam Architects for architectural, engineering, and interior design services associated with the Downtown Library Modernization Project, for a total amount not to exceed \$391,731; and to extend the term of the contract by an additional twelve months.

ATTACHMENTS:

1. Draft First Amendment to Professional Service Agreement
2. Preliminary Design Plans developed by Noll & Tam Architects
3. Exhibit A - Noll & Tam Additional Services Request, dated August 30, 2023

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH
NOLL & TAM FOR ADDITIONAL DESIGN SERVICES RELATED TO THE
DOWNTOWN LIBRARY IMPROVEMENT PROJECT**

THIS FIRST AMENDMENT to the Professional Services Agreement by and between the **CITY OF SAN RAFAEL** (hereinafter “**CITY**”), and **NOLL & TAM**, (hereinafter “**CONSULTANT**”), is made and entered into as of the _____ day of _____, 2023.

RECITALS

WHEREAS, the **CITY** and **CONSULTANT** entered into a Professional Services Agreement dated January 17, 2023 to perform professional services in connection with **CITY’S** Downtown Library Improvement Project, City Project No. 11413-01, for an amount not to exceed \$67,905.00 (the “**Agreement**”); and

WHEREAS, **CITY** requires additional professional services from the **CONSULTANT**, and the **CONSULTANT** is willing to provide such services.

AMENDMENT TO AGREEMENT

NOW, THEREFORE, the parties hereby agree to amend the Agreement as follows:

1. Article II of the Agreement, entitled “**DUTIES OF CONSULTANT**” is hereby amended to include the additional services set forth in **CONSULTANT’S** proposal dated August 30, 2023, attached to this First Amendment as Exhibit A and incorporated herein by reference.
2. Article IV of the Agreement, entitled “**COMPENSATION**” is hereby amended to include additional compensation payable to **CONSULTANT** for the services described in Exhibit A to this First Amendment, in accordance with the “**Total Proposed Fee**” included in Exhibit A, in a not-to-exceed amount of \$323,826, and to change the total not-to-exceed amount under the Agreement to \$391,731.
3. Article V of the Agreement, entitled “**TERM OF AGREEMENT**” is hereby amended to extend the term by 12 months to end on January 17, 2025.
3. Except as specifically amended herein, all of the other provisions, terms and obligations of the Agreement between the parties shall remain valid and shall be in full force.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the day, month, and year first above written.

CITY OF SAN RAFAEL

CONSULTANT

CRISTINE ALILOVICH, City Manager

By: _____

Name: _____

Title: _____

ATTEST:

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

LINDSAY LARA, City Clerk

By: _____

Name: _____

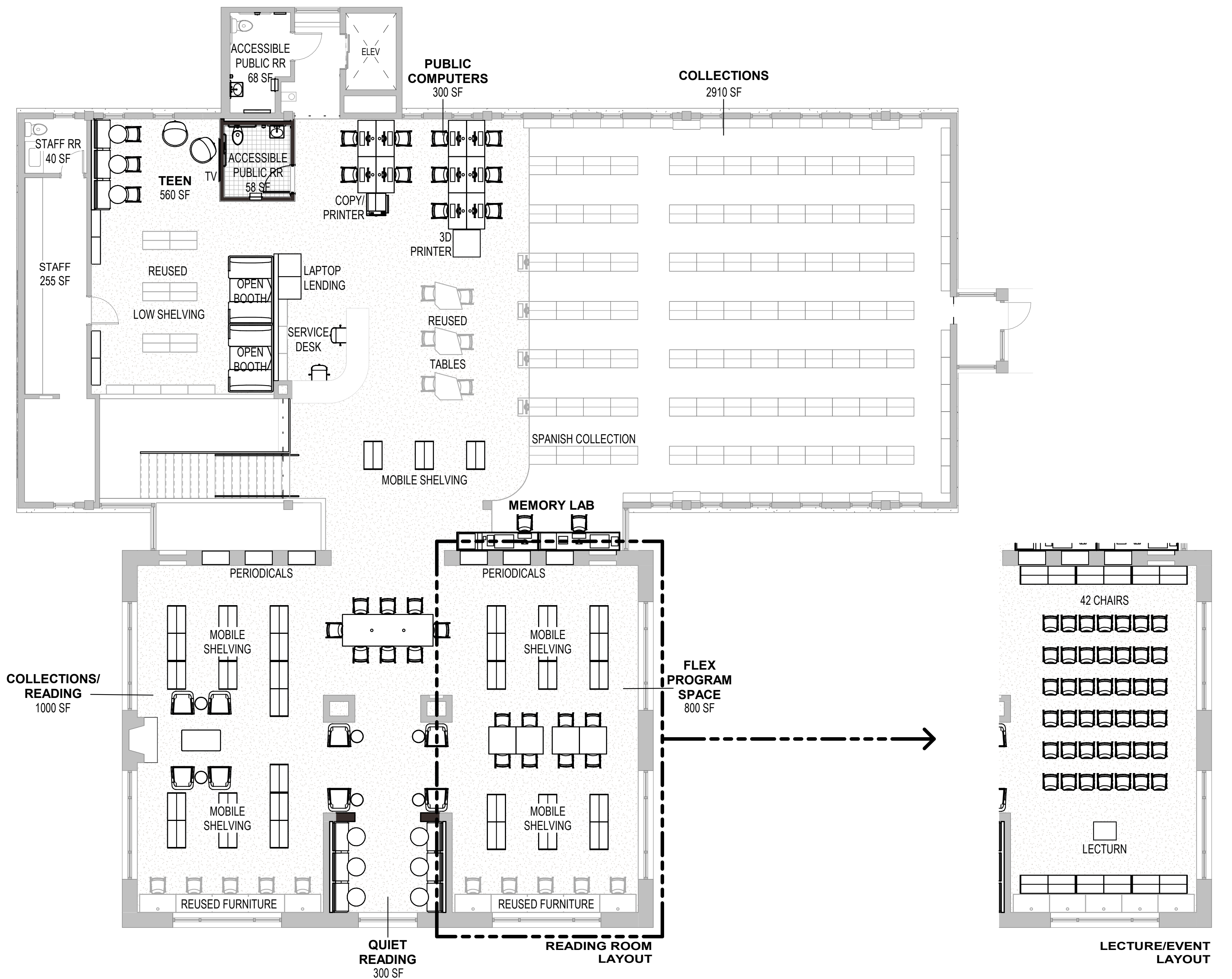
Title: _____

APPROVED AS TO FORM:

ROBERT F. EPSTEIN, City Attorney



1 01 - FLOOR PLAN
D1.2 1/8" = 1'-0"



2 02 - FLOOR PLAN
D1.2 1/8" = 1'-0"

PROPOSED FLOOR PLANS

07/05/23

Downtown Library Renovation
San Rafael Public Library

NOLL & TAM
ARCHITECTS

San Rafael Downtown Library Modernization
ADDITIONAL SERVICE REQUEST NO. 2
August 30, 2023



Attn: Fabiola Guillen

Fabiola Guillen
Project Manager
Department of Public Works
City of San Rafael

Re: Downtown Public Library Modernization Project
1100 E Street, San Rafael, CA 94901

Dear Ms. Guillen,

Noll & Tam Architects has amended our proposal for architectural consulting services, dated March 14, 2023, to include conclusion of the concept phase of work as well as Construction Documents and Construction Administration and Close-out Services as outlined in the attached Exhibit A and consultant proposals.

Project Description:

Downtown Public Library Modernization Project

Building Size: Approx. 15,000 SF

Client Construction Budget: \$2.2M

Design Schedule: Construction Documents (Sept 2023 – Dec 2023), Permit (Jan – March 2024), Bidding/Negotiation (March – April 2024), Construction Administration (May – October 2024)

Downtown Public Library Modernization Project

San Rafael, CA

August 30, 2023

		CONSTRUCTION DOCUMENTS	BIDDING/ NEGOTIATIONS	CONSTRUCTION ADMINISTRATION/ PROJECT CLOSE-OUT	OTHER	TOTALS
Basic Service	Consultant					
Architectural Services	Noll & Tam	\$55,180	\$4,080	\$54,975	\$0	\$114,235
MP Engineering	Capital	\$22,440	\$2,420	\$6,380	\$0	\$31,240
Cost Estimating	TBD Consultants	\$30,938	\$0	\$0	\$0	\$30,938
Electrical/Data/Lighting	Capital	\$31,845	\$2,123	\$8,492	\$0	\$42,460
Subtotal Basic Services		\$140,403	\$8,623	\$69,847	\$0	\$218,873
Supplemental Services	Consultant					
Retro-Commissioning	Capital	\$11,253	\$0	\$0	\$0	\$11,253
Interiors / FF&E	Noll & Tam	\$24,000	\$12,000	\$8,000	\$0	\$44,000
Concept Phase Schedule Extension	Noll & Tam	\$0	\$0	\$0	\$36,000	\$36,000
Signage	Allowance	\$9,900	\$550	\$2,750	\$0	\$13,200
Subtotal Supplemental Services		\$45,153	\$12,550	\$10,750	\$36,000	\$104,453
Subtotal Basic and Supplemental Services		\$185,556	\$21,173	\$80,597	\$36,000	\$323,326
Reimbursable Expense Allowance		\$0	\$0	\$0	\$0	\$500
					Total Proposed Fee	\$323,826

Our basic fee for this scope shall be lump sum fixed fee as listed above of **Three Hundred Twenty-three Thousand Eight Hundred Twenty-six dollars \$323,826**, billed monthly on a percent complete basis. Services rendered beyond the agreed scope of work will be billed at our hourly rates.

Sincerely,

Approved:

Chris Noll

Principal

Fabiola Guillen

Project Manager, Public Works

date

EXHIBIT A
SCOPE OF WORK

For A/E Services for the

SAN RAFAEL DOWNTOWN LIBRARY MODERNIZATION

VERSION: August 17, 2023

I. CONCEPT PHASE EXTENSION

This scope includes the additional time spent aligning the concept scope and the project budget from May – July 2023 as well as the following:

- Electrical Site Visit – 7/18/2023

II. CONSTRUCTION DOCUMENT PHASE

1. Architectural

- a. Site Plan showing location of building and proposed changes to streets, curb, gutters, sidewalks, and the location of exterior utilities and service lines
- b. Floor Plans / Roof Plans / Reflected Ceiling Plans
- c. Selected Interior Elevations
- d. Technical Specifications documenting all building systems and materials required for the construction of the project. Consultant shall review and provide comments regarding City front end documents (Division 00 and 01) including, but not necessarily limited to: **Invitation to Bid, Instructions to Bidders, Proposal Format, Contract Agreement, General Conditions, and Construction Administration Procedures.** Consultant is responsible to incorporate City front end documents with the Consultant's Project Manual that includes the Contract Specifications as part of the Bid Set.

2. Mechanical / Plumbing

- a. See attached Capital Engineering Proposal

3. Electrical/Telecommunications / Data / Security / AV / Paging / Acoustics

- a. See attached Capital Engineering Proposal

4. Interior Design and Finishes

- a. Consultant shall refine and develop all design items and finalize the selection of colors, materials, fabrics, and furniture. Consultant shall refine, develop, and detail any custom millwork and update the interiors' budget and schedule. Consultant shall prepare presentation boards showing final furniture and fabric selections/designs for City written approval.
- b. Consultant shall prepare the following deliverables: plans of standard furniture items and office systems furniture reflecting the concept plan scope, working drawings and specifications for any other special millwork items, written technical specifications for standard furniture items and

office system furniture, duplicate record binders of fabrics, furniture cuts and finishes. The furniture selected by this contract is for furniture only and does not include procurement of computers, copiers or other technology equipment. Nor do the services include the selection of incidental items such as trash cans, pencil sharpeners, etc. The professional services for the office furniture include assistance with the selection of a furniture manufacturer's system, finishes, electrical needs and space plan. They do not include a parts and pieces order which will be provided by the vendor, as is standard in the industry.

- c. Furniture shall be specified from negotiated contracts to preclude a bidding process. Furniture bidding services can be provided as an additional service.

5. Signage

- a. See attached Matthew Williams proposal.

6. Retro Commissioning

- a. See attached Capital Engineering Proposal

7. Cost Estimate

- a. Cost Estimate of 65% Construction Documents
- b. Consultant shall meet with City as necessary to reconcile any cost differences between the project budget and the statement of probable construction cost. Based on the final review comments by City and its other consultants, the Consultant shall provide a Final Statement of Probable construction cost prior to the start of the Bidding Phase of the 95% Construction Documents Set.

8. Client Direction:

- a. Consultant shall review and provide a written response to all comments generated by City, which are generated from the review of the deliverables provided by the Consultant at 65% and 95% Construction Documents. City shall prepare and present all comments for this phase to the Consultant in a single response within the designated time period defined by the Project Schedule.
- b. Consultant's response to out-of-sequence City comments shall be compensated as an additional service.

9. Constructability Review:

- a. When the 95% Construction Documents are complete, City shall have the option to engage a third party to perform a constructability review and provide their comments to City for the Consultant's review. The third party review shall be completed within 14 calendar days and would include a written report to City. The Consultant shall meet with City and the third party to review the comments and the Consultant shall provide a response prior to the start of the Bidding Phase to all comments indicating what action, if any, was taken by the Consultant. Any review by City or a third party does not relieve the Consultant of its design responsibility and the design is and remains the sole responsibility of the Consultant.

10. Meetings:

Consultant shall prepare and attend the following meetings at locations specified by City:

- a. "Client Staff" 3
- b. "Public Presentations" 1

Additional meetings, if required, will be considered Additional Services

11. Plan Check Process and Permitting: [Authority Having Jurisdiction]

- a. Consultant shall coordinate with Authorities as required to develop documents meeting regulatory requirements for the State / County and City. The Consultant shall submit the construction documents to the Building Department for a Building Permit and shall make revisions to the plans as necessary in order for the Authority to issue required building permits.
- b. Consultant shall provide number of sets of the Construction Documents required by the AHJ for Building Department Plan Check. Following Building Department Back Check, Consultant shall provide four (4) sets of the Bid Set of the Construction Documents to City and an additional set to an outside printing agency for distribution by City as needed for Permitting.

12. Deferred Design Build Portions of the Work

Portions of the Work will be described as design build, or deferred approval elements, of the design, including, but not limited to, the following:

- a. Fire Alarm

II. BIDDING / NEGOTIATION PHASE

A. Assistance with Bidding:

Consultant shall assist City in identifying and evaluating potential bidders, including rendering interpretations and clarifications of the Drawings and Specifications in appropriate written form.

B. Addenda:

Prepare any required Addenda to the Bid Package.

C. Pre-Bid Conference:

The Consultant and its key sub-consultants shall attend the Pre-bid Conference and provide a technical overview of the design intent and answer questions from prospective bidders. The Pre-bid Conference will be held at the project site. Consultant shall attend up to two (2) additional meetings as necessary during this phase.

D. Respond to Bidder Questions:

Prepare written answers to questions, addenda, interpretations and clarifications in a timely manner; and obtain written approval from City

- E. Deliverables:** Consultant shall provide digital pdfs of Conformed Construction Documents containing any and all changes issued by addenda during the bidding period. These documents shall be prepared and delivered two weeks after the bid date.

III. CONSTRUCTION ADMINISTRATION PHASE

A. CONSTRUCTION ADMINISTRATION PHASE

The scope of services provided by the Consultant in this phase shall be coordinated with such construction management services as City may elect to obtain, and the scope of Consultant's services for this phase shall be separately negotiated, including compensation.

B. Observation:

Consultant shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work and to determine and to advise City in general if the Work is proceeding in accordance with the Contract Documents. This includes special site visits by Consultant on a timely basis appropriate for approvals required of Consultant as specified in the Construction Documents. However, Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work.

C. Other Meetings:

The Consultant shall attend bi-weekly virtual job construction progress meetings during the course of construction with minimum monthly in-person site visits, additional on an as-needed basis. The Consultant's structural, mechanical and electrical sub-consultants shall visit the site as appropriate when work related to their engineering discipline is in progress. The estimated length of the construction phase is 6 months, and this proposal includes 18 construction progress meetings noted above. If the construction schedule extends beyond this time frame, and additional construction progress meetings are needed, or if additional meetings are required within the estimated time frame, they will be provided as an additional service.

D. Construction Responsibility:

Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for the Contractor's failure to carry out work in accordance with the Contract Documents. Consultant shall be available on site to the Contractor as reasonably required to provide timely interpretations of the Drawings and Specifications to avoid critical project delay.

E. Requests for Information:

The Consultant shall be required to respond to Contractor generated RFI's in a timely manner to avoid critical project delay.

F. Access:

Consultant shall at all times have access to the work wherever it is in preparation or progress.

G. Extent of Assistance by Consultant:

Consultant shall assist City in ascertaining that, to the best of their knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work) for conformance with the Contract Documents upon substantial completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract

Documents correctable prior to completion; and that the Contractor is entitled to payment in the amount certified upon delivery of the appropriate lien waivers.

H. Rejection of Work:

Consultant may recommend that City reject work of the Contractor, which does not conform to the Contract Documents. Whenever, in Consultant's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, Consultant may recommend special inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is then fabricated, installed or completed.

I. Inspection and Tests:

The Consultant shall review special inspection and test reports and make written recommendations to the City.

J. Submittals and Shop Drawings:

Consultant shall receive submittals, including shop drawings, product data and samples from the Contractor and shall review and take appropriate action, but only for conformance with the design concept of the Project and with the provisions and intent of the Contract Documents. Consultant's review and approval shall not relieve the Contractor of its obligation to comply with the Contract Documents. Consultant shall be entitled to additional services for the third and subsequent reviews of any submittal (typically back-charged to Contractor, at client's option).

K. Substitutions:

Consultant shall review substitution requests as an additional service (typically back-charged to Contractor, at client's option).

L. Change Order Entitlement and Cost Estimate Review:

The Consultant shall review entitlement and the scope of work included in Contractor-generated Request for Changes and provide written recommendations to City. City shall be responsible for preparing the cost estimate and negotiating the change with the Contractor. Extensive review and negotiation over specific change requests will be considered an additional service.

M. Certificates of Payment

The Consultant shall review and approve Certificates of Payment submitted by the Contractor for payment by City.

N. Interior Contract Administration/Installation:

Consultant shall provide the following services: review delivery/installation schedules, answer dealer's questions, review dealer's submittals, and prepare a final punch list on furniture items. Consultant shall also be available to solve problems that might arise during the installation period and assist City with close out of all vendors and work performed by contractors. Evaluating substitutions can be provided as an additional service.

O. Project Close-Out

When the Contractor indicates in writing that work or a portion thereof, has reached Substantial Completion, the Consultant shall visit the site and review and edit the punch list prepared by the

Contractor. Once the Contractor indicates all items on the punch list have been completed, the Consultant shall return to the site as needed to review and confirm the work has been completed to the Consultant's satisfaction. Additional site visits to review incomplete work shall be an extra service (typically back-charged to Contractor, at client's option).

P. Final Completion:

After instruction from City, Consultant shall visit the Site to determine the Dates of Substantial Completion and Final Completion and shall issue appropriate certificates as set forth in the General Conditions.

Q. Warranties and Manuals:

Consultant shall review the operation and maintenance manual on all systems to be provided by the Contractor for completeness.

R. Record Drawings:

The Contractor shall maintain an up-to-date set of drawings reflecting construction conditions of the work by the Contractor and the subcontractors, including all changes to the documents. Consultant's review of the as-built drawings and annotated specifications shall be based upon Consultant's observations at the site and its knowledge of the contract documents. Upon completion of the work, the Contractor shall forward the as-built drawings and annotated specifications to Consultant with its certificate as to their accuracy. Consultant shall receive and review for accuracy and completeness the Contractor's submission of as-built drawings, and annotated specifications and operation and maintenance manuals. The Consultant will then update the electronic documents accordingly and provide CAD as-built drawings and specifications, which will serve as the "Record Documents" for the project.

S. Fundamental Commissioning:

Consultant shall provide the following basic commissioning, see attached engineering proposals.

IV. EXCLUSIONS

The following items are excluded from the current Scope of Work:

2. Architectural:

- a. Preparation of any Environmental or CEQA Reports
- b. Value Engineering Services may be provided as an additional service
- c. Life cycle cost analysis

3. Civil Design

4. Structural Design

5. Electrical:

- a. Emergency generator
- b. Photovoltaic system design

6. Fire Protection

- a. Design of Fire Sprinkler System

7. Elevators:

- a. Modification of existing elevators

8. LEED Certification

9. Acoustic:

- a. Environmental noise survey may be provided as an additional service

10. Telecommunications:

- a. Relocation of IDF/MDF

11. Interior Design:

- a. Move coordination services
- b. Owner Purchasing Department to manage bid process and bid packages for furniture if negotiated contracts not selected or otherwise required.
- c. Selection and specification of library automation systems (we will provide infrastructure and design to accommodate what the Library selects)

12. Public Art:

- a. Public Art/Artist selection and coordination with artists and artwork in the building may be provided as an additional service

13. Fundraising and Donor Recognition:

- a. Assistance with fundraising or grant applications, and the preparation of any donor recognition materials may be provided as an additional service.

A. Project Description:

1. The project is located at 1100 E Street, San Rafael Ca. 94901.
2. The project was originally constructed in 1906 (5,000sf) and a subsequent addition was built in 1959 (11,000sf). The building was remodeled 1995.
3. The existing building has no fire sprinklers, and we believe the current CBC will not require them. The City of San Rafael may require at their discretion, that Fire Sprinklers may be desired. Generally for Design-Assist Projects we see a FP Contractor coming on board during the design process. To that end our proposal excludes any Fire Sprinkler Design Services.

B. Scope of Services:

1. The scope of basic services shall include heating, ventilating and air conditioning design services, and plumbing design.
2. *Construction Documents Phase:* Prepare construction drawings and technical specifications for tenant plumbing systems and components as outlined under Design Development Phase above.
3. *Bidding/Contract Award Phase:* Prepare plumbing addenda and clarification documents, interpret plumbing drawings and specifications where required to clarify the intent of construction documents
4. *Construction Phase:* Review shop drawings and submittal data for general compliance with mechanical contract documents, respond to RFI's, prepare change order documents where required to meet existing job conditions, and provide 3 periodic site visits during the course of construction.
5. *Seismic Anchorage and Restraint Systems:* Pre-approved restraint systems are assumed as the predominance of the piping and ductwork support systems. Any deviations from the pre-approved systems or specialty restraints and anchors for equipment or piping will require structural calculations and associated documentation. CEI will not assume the responsibility for the calculations but will provide the drawing documentation based on mark-ups provided by the Structural Engineer of record.

C. Extra Services: The following services are not included in the basic proposal. The Engineer shall be additionally compensated for work hereunder when the Architect requests such services in writing.

1. Design services to provide alternate bid items, and descriptions of phased construction except as identified in Paragraphs A and B above.
2. Employment of special sub consultants at the request of the Architect.
3. Preparation of owning or operating cost studies.

4. Life cycle cost analyses, energy effectiveness studies and preparation of maintenance or operating manuals, except as listed otherwise in this proposal.
5. Design services related to landscape sprinklers, site drainage, site sewer, or special piping systems.
6. Work outside the five feet line of the building.
7. Detailed itemized cost estimates.
8. Fire Sprinkler Design Services.

D. Materials and Services Furnished by the Architect:

1. Base sheets of architectural floor plans and site plan with drawing files in AutoCAD or compatible format, along with full-size PDF files of the working drawings. Half-size prints of all of the construction drawings shall be provided at time of first DSA submission and at time of release of bid documents to the Bidders.
2. All reproduction, including drawings, specifications and reports.

- A. Project Description:** The project is located at 1100 E Street, San Rafael, CA. As we understand the San Rafael Public Library was originally constructed in 1909. The Library has undergone two expansions since this time, in the 1960's when an addition was added and the most recent in 2008 with a major HVAC system renovation project. The intent of this proposed Retro-Cx effort is to functionally test the HVAC and related controls and recommend corrections, and enhancements to retune the performance of the system as close as possible to its original design intent.
- B. Assumptions:**
1. General:
 - a. The scope of work will be documented in no more than one phase of construction.
 - b. The project delivery method is xxx.
- C. Scope of Services:**
1. Commissioned Systems
 - a. HVAC and Related Controls
 2. Sampling strategy during the functional tests per the list below:
 - a. 100% HVAC and Related Controls
 3. **Retro-Commissioning Scope of work:**
 - a. Assessment Phase
 - 1) Review any available As-built drawings, Test and Balance reports, Control documents/sequences and O&Ms.
 - b. Investigation Phase
 - 1) Interview with the facility operator to discuss any known ongoing, operational or comfort issues.
 - 2) If trends are available, then we will perform a 2 weeks trend data review analysis prior to the functional testing.
 - 3) Functional Testing:
 - (1) Development: Write functional tests for commissioned systems and distribute them to the owner for review and comments. Revise and finalize the test procedures accordingly.
 - (2) Witnessing: Attend functional testing of commissioned systems executed by the owner or the owner's contractor.

DATE: 8.8.2023

Ms. Amy B. Watson, AIA
Senior Associate
Noll & Tam Architects
729 Heinz Avenue #7
Berkeley CA. 94710

PROJECT: SAN RAFAEL LIBRARY RENOVATION
CITY OF SAN RAFAEL
SAN RAFAEL, CA

SUBJECT: PROPOSAL FOR MECHANICAL AND PLUMBING SERVICES –
CONSTRUCTION DOCUMENTS THROUGH CONSTRUCTION ADMINISTRATION

Dear Amy,

We are pleased to offer this fee proposal for engineering services for the subject project.

Please reach out if you have any questions, comments, or concerns.

A. Project Description:

1. The project is located at 1100 E Street, San Rafael Ca. 94901.
2. The project was originally constructed in 1906 (5,000sf) and a subsequent addition was built in 1959 (11,000sf). The building was remodeled 1995.

B. Scope of Services:

1. The scope of basic services shall include electrical, fire alarm, and low voltage design as described in the Project Description.
 - a. Provide LED lighting and controls in Carnegie Building.
 - b. Provide emergency lighting and illuminated exit signage.
 - c. Relocate existing main building panels. Reconnect existing circuits.
 - d. Relocate existing panel in Circulation. Reconnect existing circuits.
 - e. Provide receptacles through building.
 - f. Provide new power panels for connection of receptacles and equipment. Extend power from existing switchboard on exterior of building.
 - g. Provide data outlets. Connect to existing MDF with CAT 6 cables.
 - h. Provide intrusion detectors or relocate as necessary.
 - i. Provide manual fire alarm system.

2. *Construction Documents Phase:* Prepare construction drawings and technical specifications for electrical systems and components as outlined under Design Development Phase above.
3. *Bidding/Contract Award Phase:* Prepare electrical, fire alarm, and low voltage addenda and clarification documents, interpret electrical, and low voltage drawings and specifications where required to clarify the intent of construction documents
4. *Construction Phase:* Review shop drawings and submittal data for general compliance with electrical contract documents, respond to RFI's, prepare change order documents where required to meet existing job conditions, and provide 3 periodic site visits during the course of construction.
5. *Seismic Anchorage and Restraint Systems:* Pre-approved restraint systems are assumed as the predominance of the piping and ductwork support systems. Any deviations from the pre-approved systems or specialty restraints and anchors for equipment or piping will require structural calculations and associated documentation. CEI will not assume the responsibility for the calculations but will provide the drawing documentation based on mark-ups provided by the Structural Engineer of record.

C. Extra Services: The following services are not included in the basic proposal. The Engineer shall be additionally compensated for work hereunder when the Architect requests such services in writing.

1. Design services to provide alternate bid items, and descriptions of phased construction except as identified in Paragraphs A and B above.
2. Employment of special sub consultants at the request of the Architect.
3. Preparation of owning or operating cost studies.
4. Life cycle cost analyses, energy effectiveness studies and preparation of maintenance or operating manuals, except as listed otherwise in this proposal.
5. Design services related to landscape architectural fountains, water features or water displays, landscape sprinklers, site drainage, site utilities, or special piping systems not specifically noted in proposal.
6. Work outside the five feet line of the building unless noted otherwise.
7. Detailed itemized cost estimates.
8. The modification of electrical drawings (AutoCAD files) to show final mechanical and electrical ceiling devices that will be used directly by Architect to show locations of ceiling devices on Architectural drawings by the means of directly referencing or linking the mechanical and electrical files or model.

9. Partnering sessions, value engineering sessions or review of Contractor or Construction Manager proposed cost cutting recommendations.
10. Work involved in securing utility company rebates.
11. Additional time over and above the normal and customary to clarify, negotiate, or otherwise respond to unreasonable or inaccurate interpretations of the code by the code officials including circumstances where we become “caught in the middle” between code interpretations of office reviewers and field reviewers.
12. Non-Title 24 commissioning of building systems, services related to the development of commissioning plans and services related to support third party commissioning of the building, other than as described above.
13. Title-24 required Division 01 specifications, functional testing, development of the systems manual, operational training, and the commissioning report.
14. Design services related to LEED certification or other sustainability (WELL, Green Guide for Health Care, etc.) of building, studies necessary to determine feasibility of certification and the preparation or coordination of the documentation necessary for certification.
15. Design services related to CHPS certification of building, studies necessary to determine feasibility of CHPS certification and the preparation or coordination of the documentation necessary for CHPS certification.
16. Changes to Basis of Design if the Owners Project Requirements are changed following completion of the Schematic Design phase or significant changes in physical configuration after Design Development, significant changes in Revit or AutoCAD project setup such as but not limited to, change in coordinates, changes in or additional phasing.
17. Redesign required due to a construction cost guarantee by the prime design professional or for other reasons that are not the responsibility of the Consulting Engineer is not included.
18. Review of submittals beyond described above.
19. Engineering work caused from construction that is installed differently from the permitted drawings if work could be installed as shown and permitted.
20. Engineering rework resulting from other trades not coordinating or installing work different from approved coordination drawings.

D. Materials and Services Furnished by the Architect:

1. Base sheets of architectural floor plans and site plan with drawing files in AutoCAD or compatible format, along with full-size PDF files of the working drawings. Half-size prints of all of the construction drawings shall be provided at time of first DSA submission and at time of release of bid documents to the Bidders.



93 Moraga Way
Suite 206
Orinda, CA
94563

August 3, 2023 rev2

Amy Watson
Noll & Tam Architects
729 Heinz Ave. #7
Berkeley, CA 94710

Phone 415 981 9430
Direct 415 872 0999
Mobile 415 205 6460
abeyer@tbdconsultants.com
www.tbdconsultants.com

**Re: San Rafael Carnegie Library Renovation – CD Phase
Fee Proposal for Cost Consulting Services**

Dear Amy,

We are pleased to offer Cost Consulting services for the above project.

We understand the project occurs at the existing Carnegie Library at 1100 E Street, San Rafael, CA. The project includes a renovation focused on upgrades for accessibility, building MEPFS systems, life safety, operations, reconfiguration, and interior finishes. The project occurs in both the 5,000 gsf original 2 story wing, as well as the 6,000 gsf 2 story addition wing.

Scope of Services

Our fee proposal is based on providing the following:

- i. 65% CD: 1 Estimate draft + 1 revision per estimate review comments.
- ii. 95% CD: 1 Estimate draft (limited to an update of the 65% estimate) + 1 revision per estimate review comments.
- iii. Allowance for mtgs for design coordination (4 hrs) and estimate reviews (4 hrs).

The estimates will identify the total cost of construction based on the quantities or allowances with composite unit rates where applicable reflecting the scope of work and the current market conditions. The estimate will utilize TBD's standard format, Uniformat II (a systems format), and not via the shopping list style provided in the prior project phase. We will not obtain any bids or opinions of cost from subcontractors unless the work is of such a unique nature that no other cost information is available. Noll & Tam and their design consultants shall provide design docs for our use. Should additional work be required, our standard hourly billing rate of \$225 in 2023 / \$235 in 2024 will apply, in the absence of an Add Service Proposal.

Notable Exclusions:

The following items are excluded from the scope in this fee proposal:

- Reconciliation with estimates by others.
- Attending in-person meetings.
- Site visits.
- Estimating soft costs.
- Estimating design options.
- Estimating design changes when providing the estimate revision of each estimate draft.
- Estimating complex alternates, or estimating lots of alternates.
- Value analysis / value engineering, or other cost studies.
- Design & estimate 'churning' to reach a budget.
- Estimating 100% CD design documents



Signage Design and Consulting

9 August 2023	Chris Noll	Noll & Tam Architects	San Rafael Downtown Library
	Amy Watson	729 Heinz Avenue #7	Revitalization
	Kari Holmquist	Berkeley, CA 94710	

1: Overview

Project Description

The following proposal outlines the Scope of Work, sets forth estimated costs and working conditions, and defines specifications for exterior and interior signage design and consulting services for the renovation and revitalization of the San Rafael Downtown Library located at 1100 E Street in San Rafael, California. Matthew Williams Design (MWD) will provide design and consulting services for the development of exterior and interior wayfinding, area identification, and code-required signage for the newly-renovated library.

MWD will work closely with Noll & Tam Architects (N&T) and designated staff to provide clearly understandable, aesthetically pleasing, and cost-effective signage and wayfinding which will reflect the architectural character of the newly-renovated library, and be designed in accordance with the City of San Rafael's LEED requirements where applicable. MWD will coordinate with N&T, designated San Rafael Library staff, and designated staff from the City of San Rafael and the Marin County Planning Department as required during the course of the project. All signage will comply with California Title 24/ADAAG, Title 19, and the CBC as applicable. The Scope of Work will be divided into four phases as described in Section 2: Project Development.

MWD will be responsible for programming and schematic design, design development, preparation of construction documents for competitive bid, and contract administration. The construction documents will include a sign schedule and sign location plans, annotated design intent drawings, and performance specifications.

MWD anticipates addressing the following signage components:

Interior Signage

Self-checkout	Counter information/Service desks
Basement staff area	Children's Storytime
Memory Lab	Directional, informational, and operational signage
Visitor, administrative, and staff-oriented signage	Directory and/or orientation display
Room identification	Stack, section, and area identification
ADA and Title 24 signage	Fire/Life safety



2. Project Development

Phase 1: Programming, Concept, and Schematic Design (SD):

- Review and establish scope of project; develop design criteria for interior and exterior signage with N&T.
- Review SD drawings, including plans from engineers and Architectural narratives.
- Review and establish operational requirements for the signage.
- Review site plan, floor plan, and circulation patterns.
- Identify all exterior and interior sign types to be utilized.
- Develop preliminary sign location plans and sign schedule.
- Develop schematic drawings for representative elements of the interior and exterior sign families, showing approximate size, shape, and typography, with preliminary color and material recommendations.
- Review preliminary sign location plans, sign schedule, and schematic design options with N&T for comment and selection of a design option. Incorporate comments.
- Ensure all exterior signage complies with the requirements of the City of San Rafael Sign Ordinance.
- Ensure code compliance throughout the system.
- Develop submittal with selected schematic design option, sign schedule, sign location plans, and specifications for preliminary fabrication/installation estimate for client review.
- Review all details of the schematic design phase with N&T and designated San Rafael Library staff for comments and approval.

Consultant Deliverables

- Preliminary sign schedule and sign location plans.
- Schematic design options.
- Submittal for fabrication/installation estimate (95% Arch. CD).

Phase 2: Design Development (DD):

- Incorporate comments from schematic design phase.
- Develop and refine all sign types including graphic layout, colors, recommended materials, and finishes.
- Review and coordinate all sign types with N&T and designated San Rafael Library staff.
- Review site plan, architectural, structural, electrical, and reflected ceiling plans with respect to proposed placement of signage to identify and resolve potential conflicts.
- Obtain “over the counter” review and approval of exterior signage from the planning department, if necessary.
- Continue development of sign location plans and sign schedule.
- Present design development drawings to N&T and library staff for review and approval.

Consultant Deliverables

- Approved design development package: sign schedule, sign location plans, design development drawings, preliminary specifications.



Phase 3: Construction Documents (CD):

- Incorporate comments from design development review.
- Finalize sign schedule and sign location plans.
- Continue coordination with N&T and designated San Rafael Library staff.
- Prepare annotated design intent drawings and performance specifications, including qualified sign vendors, for all sign types.
- Specify all interior sign types from the Standards. The design intent drawings will indicate graphic layouts, materials, finishes, colors, and relevant dimensions. Methods of fabrication will be suggested, but not shown in detail.
- Submit 90% complete package for permit, coordination, review and comments. Incorporate comments.
- Submit 100% construction documents suitable for competitive bid.

Consultant Deliverables:

- 90% Submittal for final review and permit.
- 100% Submittal for bid.

Included in Phase 3 are three meetings:

- Kickoff meeting.
- Coordination meeting with N&T.
- Coordination meeting with designated San Rafael Library staff.

Phase 4: Construction Administration (CA):

- Attend prefabrication conference with the selected sign subcontractor to confirm project conditions, specifications, submittals, and schedule prior to start of fabrication.
- Review shop drawings, samples, and prototypes to ensure compliance with design intent.
- Provide clarification to the sign subcontractor for drawings and specifications. Respond to RFIs.
- Continue coordination with N&T and designated San Rafael Library staff.
- Conduct a pre-installation walkthrough with the signage fabricator.
- Conduct a punchlist walkthrough and prepare a punchlist of all items requiring corrections. Backpunch the work.

Consultant Deliverables:

- Completed and punched work.

Included in Phase 4 are:

- One prefabrication conference.
- One pre-installation walkthrough.
- One site visit for punchlist.
- One site visit for backpunch.