F.5 Authorization for the Mayor to sign a Contractual Services Agreement with Group 4 Architecture, Research + Planning, Inc., to complete a Civic Center Replacement/Relocation Feasibility Study, and approval of an amendment to the 2014-1016 Biennial Budget to fund the study – from Assistant City Manager Grindall. (RESOLUTION)

Background/Discussion – The existing Civic Center and Library are antiquated, functionally obsolete, and suffer from an extensive maintenance backlog. The facilities are not suitable for meeting the City's public safety, administrative, and cultural needs. Furthermore, they are not likely to be usable structures after a moderate earthquake. The City's General Plan identified the need for a new Civic Center and the Housing Element addressed the opportunities of reusing the Civic Center/Library site.

The existing Civic Center is 6.5 acres and includes the Police Department (7925 Square feet), the City Administration Building (33,167 square feet) and the Library (15,570 square feet). It is proposed to replace the Police Department, City Administration Building, and Library either on the existing site or at another location. The Community Center site and land adjacent to the Silliman Center are potential locations.

A feasibility study is needed to address seven specific tasks: (1) Identifying a program of uses; (2) a space needs assessment; (3) alternative site identification and analysis; (4) developing a conceptual site plan, building diagrams, and massing strategies; (5) developing a project cost model and schedule; (6) an assessment of funding sources; and (7) recommendations and action plan.

Public and stakeholder input is to be a key part of this process. There would be at least two community meetings and numerous stakeholder interviews. The effort would also include a City Council work session and final City Council approval. This effort is aimed at providing safe, sustainable, accessible, and cost-effective facilities for the citizens of Newark with the library, public safety, administrative, cultural and educational services they need.

In April 2015, the City initiated a Request for Qualification (RFQ) process to develop a list of potential consultants who could develop appropriate conceptual plans for a new Civic Center. Twelve submissions were received and five teams were interviewed by staff. After interviewing consultants, the City determined that Group 4 Architecture, Research + Planning, Inc. was most qualified and had the clearest vision of what a Civic Center feasibility study should encompass.

Group 4 is a full-service architecture firm that provides comprehensive planning and architecture services. Their services span the entire project life cycle, from early project planning, programming and budgeting through design, construction administration, and post-occupancy.

This effort would help fulfil a General Plan Goal and a Housing Element Program and thus the cost is appropriately funded from the Community Development Maintenance Fee. This impact fee was established in 2010 to fund Community Development activities that promote the orderly

development of Newark. No General Fund resources would be used for the feasibility Study Contract. The attached contract, not to exceed $143,723.00, includes a detailed work plan.

It is important to note that this study would only assess the feasibility and provide conceptual design for a Civic Center Replacement; it would not commit the City to an actual construction project. An action plan would be identified in the study for future City Council consideration.

Attachment

Action - It is recommended that the City Council, by resolution, authorize the Mayor to sign a contractual Services Agreement with Group 4 Architecture, Research + Planning, Inc., to complete a Civic Center Replacement/Relocation Feasibility Study, and approval of an amendment to the 2014-1016 Biennial Budget to fund the feasibility study.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWARK AUTHORIZING THE MAYOR TO SIGN A CONTRACTUAL SERVICES AGREEMENT WITH GROUP 4 ARCHITECTURE, RESEARCH + PLANNING, INC. TO COMPLETE A CIVIC CENTER REPLACEMENT/RELOCATION FEASIBILITY STUDY AND APPROVAL OF AN AMENDMENT TO THE 2014-2016 BIENNIAL BUDGET FOR FISCAL YEAR 2015-2016 FOR CONTRACT COSTS

WHEREAS, the City of Newark is undertaking an analysis to determine the feasibility of a new Civic Center; and

WHEREAS, after a Request for Qualification process, the City has chosen Group 4 Architecture, Research + Planning, Inc. to carry out the study for a not-to-exceed cost of $143,723; and

WHEREAS, the City of Newark established a Community Development Maintenance Fee in 2010 to fund Community Development activities that promote the orderly development of Newark; and

WHEREAS, The Newark General Plan includes a goal of a new civic center and library; and

WHEREAS, The General Plan Housing Element includes the existing Civic Center site as a potential housing site in the site inventory and includes a Program to assess the feasibility of Civic Center Relocation; and

WHEREAS, as the development of a Civic Center that modernizes city facilities and services as well as provides a state-of-the-art library is in keeping with the goals of the Community Development Maintenance Fee; and

WHEREAS, a budget amendment is necessary to transfer the funds from the Community Development Maintenance Fee fund to a Professional Services account; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newark to authorize the Mayor to sign a contract in an amount not-to-exceed $143,723 with Group 4 Architecture, Research + Planning Inc., to complete an analysis for a new Civic Center; and

BE IT FURTHER RESOLVED by the City Council of the City of Newark that the certain document entitled "Biennial Budget 2014-2016" is hereby amended for Fiscal Year 2015-2016 as follows:

<u>Transfer from:</u>

Fund No.		
025-0000-3865	Community Development Maintenance Fee	$143,723

Transfer to:

Fund No.		
025-2010-5271	Professional Services	$143,723

(CHres)

CONTRACTUAL SERVICES AGREEMENT

DESIGN PROFESSIONALS

This Service Agreement (hereinafter "Agreement") is made and entered into this _____ day of _____, 2015 by and between the **CITY OF NEWARK**, a municipal corporation ("City"), and **GROUP 4 ARCHITECTURE, RESEARCH + PLANNING, INC.**, ("Consultant"), collectively the "Parties".

W I T N E S S E T H:

WHEREAS, City requested proposals to perform the services generally including: conduct a feasibility study of the renovation/relocation of the Civic Center.

WHEREAS, in response to City's request, Consultant submitted a proposal and, after negotiations, Consultant agreed to perform the "Services" more particularly described in Exhibit "A", in return for the compensation described in this Agreement and Exhibit "B".

WHEREAS, in reliance upon Consultant's documentation of its qualifications, as set forth in Exhibit "C", City finds that Consultant has demonstrated the requisite qualifications, experience, training, and skills to perform the requested Services.

NOW, THEREFORE, the Parties hereto agree as follows:

1. CONSULTANT'S SERVICES. Consultant shall perform Services described, and in the time, place, and manner specified in Exhibit "A" in accordance with the terms and conditions of this Agreement. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit "A", the Agreement shall control.

2. TIME FOR PERFORMANCE. Consultant shall generally adhere to the schedule set forth in Exhibit "A"; provided, that City shall grant reasonable extensions of time for the performance of such Services occasioned by governmental reviews of Consultant's work product or other unavoidable delays occasioned by circumstances, beyond Consultant's reasonable control, provided, further, that such unavoidable delays shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to Consultant.

Consultant acknowledges the importance to City of City's performance schedule and agrees to put forth its best professional efforts to perform its Services under this Agreement in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound professional practices.

3. **COMPENSATION.**

A. **"Not to Exceed" Compensation.** City shall compensate Consultant for all Services performed by Consultant hereunder in an amount based upon Consultant's hourly or other rates set forth in Exhibit "B". The payments specified in Exhibit "B" shall be the only payments to be made to Consultant for Services rendered pursuant to this Agreement.

Notwithstanding the foregoing, the combined total of compensation and costs payable hereunder shall not exceed the sum of one hundred forty three thousand seven hundred and forty three and No/100 Dollars ($143,723.00) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by City, evidenced in writing authorizing such additional amount.

B. **Method of Billing.** To request payment, Consultant shall submit monthly invoices to City identifying Services performed and the charges therefore (including an identification of personnel who performed Services, hours worked, hourly rates, and reimbursable expenses), based upon Consultant's billing rates (set forth on Exhibit "B" hereto).

Consultant shall submit all billings for said Services to City in the manner specified in Exhibit "B"; or, if no manner is specified in Exhibit "B", then according to the usual and customary procedures and practices which Consultant uses for billing clients similar to City.

Invoices shall be sent to:

City of Newark
Finance Department
37101 Newark Blvd.
Newark, CA 94560

Upon completion of Services, City shall sign off and acknowledge that all terms and conditions have been satisfactorily met; upon which, unless waived by City in writing, Consultant shall prepare an itemized statement, briefly describing by task and/or labor category the items billed.

C. **Payment.** Upon receipt of billing, City shall make payments to Consultant on a monthly basis, or at such other times as may be specified in Exhibit "B", for Services, which are performed in accordance with this Agreement to the satisfaction of City.

D. **Consultant's Failure to Perform.** In the event that Consultant performs services that do not comply with the requirements of this Agreement, Consultant shall, upon receipt of written notice from City, re-perform the services (without additional compensation to the Consultant).

4. **ADDITIONAL SERVICES.** In the event City desires the performance of additional services not otherwise included within Services, such services shall be authorized by written task order approved in advance of the performance thereof. Such task order shall include a description of the services to be performed thereunder, the maximum compensation and

reimbursement of costs and expenses payable therefore, the time of performance thereof, and such other matters as the Parties deem appropriate for the accomplishment of such services. Except to the extent modified by a task order, all other terms and conditions of this Agreement shall be deemed incorporated in each such task order.

5. **INDEPENDENT CONSULTANT.** At all times during the term of this Agreement, Consultant shall be, and is an independent consultant and shall not be an employee or agent of City. Consultant shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's Services; however, City shall not have the right to control the means by which Consultant accomplishes Services.

Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

6. **PERSONNEL.** Consultant understands that, in entering into this Agreement, City has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of Consultant, including the qualifications of its Authorized Representative, its designated personnel, and its subconsultants, if any, identified in Exhibit "C". Therefore, Consultant shall not replace its Authorized Representative, or any of the designated personnel or subconsultants identified in Exhibit "C", without the prior written consent of City. All Services shall be performed by, or under, the direct supervision of Consultant's Authorized Representative.

Consultant agrees to include with all subconsultants in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subconsultant's work. Subconsultants hired by Consultant agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Subconsultant further agrees to include these same provisions with any Sub-subconsultant. A copy of this Agreement's Indemnity and Insurance provisions will be furnished to the Subconsultant upon request. The Consultant shall require all Sub-subconsultants to provide a valid certificate of insurance and the required endorsements included in this Agreement prior to commencement of any work and will provide proof of compliance to the City.

In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any of Consultant's designated personnel or subconsultants, Consultant shall, immediately upon receiving notice from City of such desire of City, cause the removal of such person or persons.

7. **FACILITIES AND EQUIPMENT.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing Services.

8. **INFORMATION AND DOCUMENTATION.**

A. **Information from City.** City has made an effort to provide Consultant with all information necessary for Consultant's performance of Services. If Consultant believes additional information is required, Consultant shall promptly notify City and City will provide to Consultant all relevant non-privileged information in City's possession.

B. **Consultant's Accounting Records.** Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four (4) years. Consultant's accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, subconsultants' invoices and payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

C. **Ownership of Work Product.** All original documents prepared by Consultant (including its employees and subconsultants) for this Agreement ("Work Product"), whether complete or in progress, are the property of City and shall be given to City at the completion of Consultant's services, or upon demand of City after final payment. Consultant shall have a right to make and keep copies of the Work Product except for any confidential information. Consultant shall not reveal the Work Product, or the confidential information contained in the Work Product, or make it available, to any third party without the prior written consent of City.

9. **CONFLICTS OF INTEREST PROHIBITED.** Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. Consultant shall comply with all requirements of the Political Reform Act (California Government Code Section 81000, *et seq.*) and other laws relating to conflicts of interest, including: (a) Consultant shall not make or participate in a decision made by City if it is reasonably foreseeable that the decision may have a material effect on Consultant's economic interest, and (b) if required by law, Consultant shall file financial disclosure forms with the City Clerk. If Consultant maintains or acquires a conflicting interest, any contract with City (including this Agreement) involving Consultant's conflicting interest may be terminated by City.

10. **NONDISCRIMINATION.** Consultant shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Consultant shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, sex, age, or any other basis, as defined in California Civil Code Section 51.

11. **COMPLIANCE WITH LAW AND STANDARD OF CARE.** Consultant shall use due professional care to comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement. Consultant shall perform Services using a standard of care equal to, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Consultant, performing under circumstances similar to those required by this Agreement.

12. **INSURANCE.** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

A. **Verification of Coverage.**

Consultant shall furnish City with original certificates of insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by City before work commences.

Proof of Insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the City Risk Manager:

CITY OF NEWARK
Risk Manager
37101 Newark Blvd.
Newark, CA 94560

City reserves the right to require and obtain complete, certified copies of all required insurance policies and endorsements at any time. Failure to exercise this right at any time shall not constitute a waiver of right to exercise later. Consultant shall immediately furnish City with certificates of renewal for each policy that is renewed during the term of this Agreement.

B. **Minimum Scope of Insurance.**

Coverage shall be at least as broad as:

1. Insurance Services Office Form Number CG 00_01 covering Commercial General Liability on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury; and

2. Insurance Services Office Form Number CA 00_01 covering any auto (Code 1), or Code 8 (hired) and 9 (non-owned) if consultant has no owned autos; and

3. Workers' Compensation insurance as required by the State of California with Statutory Limits, and Employer's Liability Insurance; and

4. Errors and Omissions Liability insurance appropriate to the Consultant's profession.

C. **Minimum Limits of Insurance.**

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 the Additional Insured. 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.

Consultant shall maintain limits no less than:

1. General Liability: (including products-completed operations, personal and advertising injury)	**$2,000,000** per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:	**$1,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation:	**$1,000,000** for bodily injury or disease.
4. Errors and Omissions Liability:	**$1,000,000** per aggregate & claim.

D. **Deductibles and Self-Insured Retentions.**

Any deductibles or self-insured retentions exceeding $50,000 must be declared to and approved by the City Risk Manager. At the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its officers, officials, directors, employees, contractors, agents, and volunteers; or (2) Consultant shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses in an amount specified by the City Risk Manager or designee.

E. **Claims Made Policies.**

For all "claims made" coverage, in the event that Consultant changes insurance carriers Consultant shall purchase "tail" coverage or otherwise provide for continuous coverage covering the Term of this Agreement and not less than five (5) years thereafter, if

reasonably available to Consultant at that time. Proof of such "tail" or other continuous coverage shall be required at any time that the Consultant changes to a new carrier.

F. Wasting Policies.

Except Professional liability insurance, no policy required by this paragraph 12 shall include a "wasting" policy limit (ie. limit that is eroded by the cost of defense).

G. Remedies.

In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

2. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

3. Terminate this Agreement.

H. Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City Risk Manager. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

I. Other Insurance Provisions.

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insureds. City, its officers, officials, directors, employees and volunteers ("Additional Insureds") are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of Consultant; including materials, parts or equipment furnished in connection with such work or operations.

2. Primary Insurance. For any claims related to these Services, Consultant's insurance coverage shall be primary insurance as respects City, its officers, officials, directors, employees, subconsultants, agents, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, directors, employees or volunteers shall be

excess of Consultant's insurance and shall not be contribute with it. Consultant's policy will not seek contribution from the City's insurance or self insurance.

3. Notice of Cancellation. Each certificate of insurance required by this clause shall provide that coverage shall not be canceled during the term of this Agreement without notice to City.

4. Civil Code § 2782. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

5. Self-Insured Retentions (SIR). All self-insured retentions must be disclosed to the City Risk Manager for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.

6. Subconsultants. Consultant shall include all subconsultants as insured under its policies or shall require and verify separate certificates and endorsements have been obtained for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.

7. Waiver of Subrogation. With respect to Workers' Compensation and Employer's Liability Coverage, the insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees, agents, and volunteers for losses arising from work performed by Consultant for the City.

8. Coverage is Material Element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 12 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

9. Variation. The City Risk Manager may approve a variation in those insurance requirements upon a determination that the coverage, scope, limits, and form of such insurance are either not commercially available or that City's interests are otherwise fully protected. Any variation granted shall be done in writing and shall be made a part of this Agreement as Appendix "A".

13. REPORTING DAMAGES. If any damage (including but not limited to death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-578-4428, and Consultant shall promptly submit to the City's Risk Manager and the City's Administrator (see paragraph 17, hereinbelow) a written report (in a form acceptable to the City) with the following information: (a) name(s) and address(es) of the injured or deceased person(s), (b) name(s) and address(es) of witnesses, (c) name(s) and address(es) of Consultant's insurance

company(ies), and (d) a detailed description of the damage and whether any City property was involved.

14. INDEMNIFICATION/SAVE HARMLESS. The Consultant shall defend and indemnify City, its officers, officials, directors, employees, and volunteers from and against all liabilities arising out of or resulting from Consultant's performance of Services, to the extent actually caused by the negligent or wrongful act or negligent omission of Consultant, or its employees, agents, or subcontractors. Consultant's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

The review, acceptance or approval of Consultant's work or Work Product by any indemnified party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This paragraph survives completion of Services or the termination of this contract and until expiration of statutes of limitations and repose applicable to Contractor's services. The provisions of this paragraph are not limited by and do not affect the provisions of this contract relating to insurance.

Consultant/Subconsultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. 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.

15. LICENSES, PERMITS, ETC. Consultant represents and warrants to City that it has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession. In addition to the foregoing, Consultant shall obtain and maintain during the term hereof a valid City of Newark Business License.

16. TERM/TERMINATION.

A. The term of this Agreement shall commence upon the date first hereinabove written and shall expire upon completion of performance of Services hereunder by Consultant.

B. Notwithstanding the provisions of paragraph 16 section A above, either party may terminate this Agreement without cause by giving written notice thereof not less than ten (10) days prior to the effective date of termination, which date shall be included in said

notice. In the event of such termination, City shall compensate Consultant for Services rendered and reimburse Consultant for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the Services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of either party. to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to either party hereunder.

17. CONTRACT ADMINISTRATION. This Agreement shall be administered by Terrence Grindall, Assistant City Manager of the City of Newark ("Administrator"). All correspondence shall be directed to or through the Administrator on his/her designee.

18. NOTICES. Written notices required or convenient hereunder shall be delivered personally or by depositing the same with the United States Postal Service, first class (or equivalent) postage prepaid and addressed, in the case of Consultant, to:

GROUP 4 ARCHITECTURE,	
RESEARCH + PLANNING, INC	**CITY OF NEWARK**
DAWN MERKES	TERRENCE GRINDALL
Consultant	**Administrator**
Address: 211 Linden Ave, So. San Francisco, CA 94080	City of Newark 37101 Newark Boulevard Newark, CA 94560

19. PARAGRAPH HEADINGS. Paragraph headings used herein are for convenience only and shall not be deemed to be a part of such paragraphs and shall not be construed to change the meaning thereof.

20. EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

21. SEVERABILITY. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.

22. **GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.

23. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

24. **ASSIGNABILITY.** Neither Consultant nor City shall subconsult, assign, sell, mortgage, hypothecate or otherwise transfer their respective interests or obligations in this Agreement without the express prior written consent of the non-transferring party.

25. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

26. **WAIVERS.** Waiver of breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

27. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the Parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

28. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Consultant and City. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

29. **COVENANT AGAINST CONTINGENT FEES.** Consultant hereby warrants that Consultant has not employed or retained any company or person, other than a *bona fide* employee working for Consultant, to solicit or secure this Agreement, and Consultant has not paid or agreed to pay any company or person, other than a *bona fide* employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, at City's discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF NEWARK,
a municipal corporation

By _____
City of Newark

Date _____

Attest:

_____
City Clerk

Date _____

Approved as to form:

_____
City Attorney

Date _____

Group 4 Architecture, Research + Planning, Inc.

By _____
Consultant

Date _____

_____
Printed Name

EXHIBIT A

SCOPE OF SERVICES

I THE PROJECT

The Project consists of preparing a feasibility study for the Newark Civic Center. The purpose of the Feasibility Study is to: develop innovative building and site programs for the new Civic Center including the exploration of expanded and new partnerships; indentify and analyze potential sites; develop evaluation criteria and provide analysis for site selection; develop preliminary site options and costs models; identify and analyze potential funding sources; and select and refine the preferred site option which will include concept drawings, as well as a cost model, funding strategy, preliminary operational plan, and phasing/implementation plan.

The existing Civic Center includes the City Administration Building, Council Chambers, Police Department, and Library. The buildings have all served the community well but the buildings are antiquated, functionally obsolete, and suffer from an extensive maintenance backlog. The vision for the new Newark Civic Center is to create a center that in addition to meeting the functional needs of City Administration, Public Safety, and the Library, will serve as a cultural center for the community that builds synergistic relationships between the multiple community services and be a magnet for community activities.

Potential partners for the Civic Center study include: Newark Unified School District (N.U.S.D.), Alameda County Library, and Ohlone Community College. Preliminary discussions for shared use opportunities have mentioned a shared Council/Board meeting room as well as other program/meeting room spaces.

II SCOPE OF BASIC SERVICES

2.0 General

2.1 The Basic Services scope of work includes services by an Architect/Planner, Cost Estimator and a Public Financing Consultant.

2.2 The foundation of the project approach is the establishment of a results oriented project work plan. The core of the work plan is the development of the following working groups:

2.2.1 The Project Management Team (PMT) will include the City's project manager and other assigned key City staff, and the CONSULTANT's project manager and job captain. The CONSULTANT's project planner and other key project consultants will supplement the PMT at appropriate stages in the project. The PMT will guide the project throughout the development of the study, from refinement of the project schedule and participation plan through preparation of the final project recommendations and report. The PMT will review and discuss findings and proposed recommendations throughout the process. At each step, the CONSULTANT will confirm project direction and make revisions to the work based on input from the PMT.

2.2.2 The Project Planning Group (PPG) will comprise City staff (Executive Team) and, as appropriate, planning representatives from partner agencies. The PPG will meet at key milestones in the project to review and confirm information, and to provide feedback and input for: the programs, site options, concepts, funding strategies, costs models, and final recommendations.

2.2.3 Project Stakeholders will include the Alameda County Library; other project stakeholders will be identified by the PMT in the initial task of the project and will be integrated into the planning process with inclusion in every step of the work plan.

2.2.4 Project Technical Meetings will include meeting with the City's Planning Department and other key project partners and stakeholders to collect, review and give input to the project as it progresses.

2.3 In selecting the CONSULTANT, the CITY recognizes that the CONSULTANT has the qualifications to provide full planning, architecture, and interior design services including conceptual design, schematic design, design development, construction documents, bidding, construction administration and post-construction phase services. The CLIENT, at its discretion, may choose to amend this contract to add services to the CONSULTANT's Scope of Services for Additional Compensation if mutually agreed to by the CITY and CONSULTANT.

2.4 The Client shall provide the following for the Project as needed:

2.4.1 A CLIENT representative who can render decisions on behalf of the Project in a timely manner.

2.4.2 Scheduling and invitations for public meetings.

2.4.3 Information about previous analyses, polls, studies, and information relevant to developing the work.

2.4.4 Services of other specialized consultants if needed for the Project.

2.4.5 Any other information not included in CONSULTANT's Basic Services or Additional Services that is reasonably needed for the Project.

3.0 Consultant's Basic Services: Basic Services includes the services described in this Section 3.0 including subsections and subparagraphs.

3.1 **Task 1 Program of Uses:** During this task, the CONSULTANT will prepare the project initiation tasks and develop space programs for all departments and uses at the Civic Center. The Consultant shall prepare the project control tools which will include:

- Project Work Plan and Project Schedule
- Project Directory
- Project communications protocols
- Programming Surveys
- Identify comparable communities

3.1.1 The CONSULTANT will work closely with the PMT and the CITY's project manager to refine the project controls and communication tools. The draft work plan and community outreach plan will be refined to integrate review comments and align with other key dates or initiatives that are currently in progress. The CONSULTANT shall review CITY-provided background and needs assessment information (survey results, General Plan, previous studies), develop exhibit backgrounds, and coordinate the work plan and participation plan with the CITY. The CONSULTANT shall establish project and process goals for the study at the first PMT meeting.

3.1.2 The CONSULTANT will conduct a survey of all current uses at the Civic Center including:

- Council Chambers, conference room and support spaces
- City Hall Departments: City Manager's Office, Community Development, Finance, Human Resources, Public Works, Recreation and Community Services
- Police
- Newark Library (Alameda County Library – project stakeholder)

3.1.3 The CONSULTANT will work with the PMT to identify all other potential uses and partner agencies (stakeholders) that will be included in the feasibility study, identify contacts, and integrate the partners into the project work plan. Possible additional project stakeholders include:

- Newark Unified School District, School District Administration Building
- Ohlone Community College

3.1.4 The CONSULTANT shall prepare and distribute the user and department head space and staffing needs surveys to the City Departments and Stakeholders once the PMT has reviewed and finalized the form.

3.1.5 The CONSULTANT shall conduct PMT 1 and 2.

3.1.6 The CONSULTANT shall conduct project Kick-off Project Planning Group (PPG) Meeting 1 to:

- Identify project and process goals
- Review project work plan and schedule
- Discuss project opportunities
  - Customer experience
  - Community place-making
  - Operational efficiencies

Meetings: Project Management Team (PMT) Meetings 1, 2
Project Planning Group (PPG) Meeting 1

Deliverables: Project Schedule, Project Directory, Work Plan, Outreach Strategy, and Meeting Schedule, Draft and Final Staffing and Space Needs Surveys, Meeting Agendas, Meeting Exhibits and Notes.

3.2 **Task 2A Newark Unified District Space Needs and Site Assessments:** The CONSULTANT shall develop a preliminary assessment of the program needs and the site opportunities for developing a new Civic Center in partnership with the Newark Unified School District.

3.2.1 Conduct preliminary scoping meeting(s) with the Newark Unified School District and their consultant to discuss opportunities to develop a colocated facility to support both the needs of the School District and the City. Discuss program and site opportunities. Identify School District contact to work with the CONSULTANT to develop and identify:

3.2.1.1 Preliminary space needs summaries, with potential shared-use spaces and synergies

3.2.1.2 Identification of potential School District-owned properties

3.2.1.3 Preliminary Cost Model

3.2.1.4 Preliminary evaluation of opportunities with identification of project pros and constraints

3.2.2 Review findings and identify viable opportunities for partnering with the School District with the PMT and the School District.

3.2.3 Based on input from the PMT and the School District, refine the preliminary information for further development and either integration into Task 2B, or for decision-making documentation.

3.2.4 Based on direction from the PMT, present preliminary findings to the Newark Unified School Board for their consideration.

Task 2B Space and Site Needs Assessments: The CONSULTANT shall assess and develop a Space and Site Needs Assessment for the existing uses at the Civic Center Campus and all identified potential stakeholders for relocation at a new campus or alternate site.

3.2.5 Conduct Department Head, Stakeholder (Alameda County Library) and Partner Agencies (Ohlone Community College) interviews.

3.2.6 Review findings and identify viable opportunities for partnering with the PMT.

3.2.7 Develop space need programs for current and projected needs (10-15 years) based on:

3.2.7.1 Information collected through the department-head and staff space needs surveys

3.2.7.2 Current and best practices

3.2.7.3 Precedents from comparable communities

3.2.7.4 Operational efficiencies and shared use strategies

3.2.8 Space and site needs programs will be developed for:

- Council Chambers, conference room, and support spaces
- City Hall Departments: City Manager's Office, Community Development, Finance, Human Resources, Public Works, Recreation and Community Services
- Campus-wide: employee fitness facilities, lunch/break rooms, and parking
- Police Department

- Newark Library (Alameda County Library – project stakeholder)
- Identified Partner Agency/Potential Stakeholder

3.2.9 The CONSULTANT shall develop a program summary for the selected comparable communities.

3.2.10 The CONSULTANT shall develop a Draft Space and Site Needs Program and review the draft with each department head and confirm the proposed space needs and the space and adjacency recommendations.

3.2.11 The CONSULTANT shall incorporate revisions from the department-head review into the Draft Space and Site Needs Program and then review it with the PMT. The programs will include operational efficiency and shared-use strategies.

3.2.12 The CONSULTANT shall conduct PMT 3 and 4 to review the development of the draft program and comparable community's information.

3.2.13 The CONSULTANT shall conduct PPG 2 to review the draft program and Task 3 Site Identification and Analysis information.

Task 2 Meetings: Project Management Team (PMT) Meetings 3, 4
Project Planning Group (PPG) Meeting 2
Newark Unified School Board Meeting
Stakeholder Interviews

Deliverables: Draft and Final Draft Space and Site Needs Programs, Comparable Communities Summary, Meeting Agendas, Meeting Exhibits and Notes.

3.3 **Task 3 Site Identification and Analysis:** The CONSULTANT shall work with the PMT to identify and review up to 4 potential sites for the relocation of the Civic Center Campus or for elements of the campus.

3.3.1 The CONSULTANT shall develop site feasibility criteria to use as a guide to assist in alternative site identification and analysis. The CONSULTANT shall conduct a Technical Meeting with the City's Planning Department to understand the City's overall development goals and confirm zoning and other considerations related to the existing site, and potential sites to be evaluated for a new library. The CITY shall identify up to four (4) sites that may be appropriate for evaluation in this study.

3.3.2 The CONSULTANT shall prepare an analysis of opportunities and constraints for the proposed sites which will include:

2.1.1.1 Planning, zoning, community access, adjacencies, visibility, synergistic relationships, site capacity

2.1.1.2 Existing uses and potential alternate locations

2.1.1.3 Funding sources and potential site constraints

3.3.3 The CONSULTANT shall develop conceptual site diagrams for each of the selected sites based on the space and site need programs and the site analysis, the site diagrams will include:

3.3.3.1 Site plan, massing, and program diagrams

3.3.3.2 Preliminary phasing and project cost models

3.3.4 The CONSULTANT shall develop site selection criteria, develop an evaluation matrix and will then analyze each of the sites with input from the City's Planning Department, the PMT, and the PPG.

3.3.5 The CONSULTANT shall conduct PMT 5 to review the site criteria, site analysis and conceptual site diagrams, to evaluate the options and provide input for further development.

3.3.6 The CONSULTANT shall conduct Stakeholder Meetings to review the site criteria, site analysis and conceptual site diagrams, to evaluate the options and provide input for further development.

3.3.7 The CONSULTANT shall include site criteria, site analysis and conceptual site diagrams, and their evaluation in PPG 2, included in Task 2.

3.3.8 Based on input from the PMT and the PPG, the CONSULTANT shall refine the site options and prepare exhibits and a presentation for the Community Meeting and the City Council Study session.

3.3.9 The CONSULTANT shall conduct a Community Meeting to review the refined site criteria, site analysis, and conceptual site diagrams, to evaluate the options and provide input for further development of the site options.

3.3.10 The CONSULTANT shall conduct a City Council Study Session to review the input from the PPG and the community, the conceptual site diagrams, the refined site criteria, and the site analysis, and to evaluate the options and provide input on the selection of the preferred site option(s) for further development.

Meetings:
Project Management Team (PMT) Meeting 5
Stakeholder Meeting
Technical Meetings
City Council Study Session
Community Meeting

Deliverables: Site Feasibility Criteria, Site Analysis, Conceptual Site Diagrams, Evaluation Matrix, Meeting Agendas, Meeting Exhibits and Notes.

3.4 **Task 4 Conceptual Site Plan, Building Diagrams and Massing Strategies:** The CONSULTANT shall work with the PMT to refine the selected site options and to develop Conceptual Site Plans, Bubble Diagrams and Massing Strategies for the selected site option(s).

3.4.1 The CONSULTANT will further develop the selected site option(s) with the feedback from the City Council and will develop conceptual site plans and bubble diagrams for the selected sites. Each of the options will include:

2.1.1.4 Up to three site plan options, showing parking, building footprint, site circulation and exterior community space opportunities

2.1.1.5 Up to three building bubble diagrams and massing options

2.1.1.6 Phasing Plan for each of the Conceptual Site Options

3.4.2 For each conceptual site option, the CONSULTANT shall develop a preliminary cost model.

3.4.3 The CONSULTANT shall update the evaluation criteria and matrix for each conceptual site option.

3.4.4 The CONSULTANT shall conduct PMT Meetings 6 and 7 to review the Conceptual Site Options, Bubble Diagrams, Massing Strategies, Preliminary Cost Models, and the Evaluation Matrix.

3.4.5 The CONSULTANT shall conduct Stakeholder Meetings to review the Conceptual Site Options, Bubble Diagrams, Massing Strategies, Preliminary Cost Models and Evaluation Matrix.

3.4.6 The CONSULTANT shall conduct PPG 3 to review Conceptual Site Options, Bubble Diagrams, Massing Strategies, Preliminary Cost Models and Evaluation Matrix and to select the preferred option for further development.

3.4.7 The CONSULTANT shall refine the preferred Conceptual Site Option, Bubble Diagram, Massing Strategy, and the Phasing Plan based on input from the PMT, the Stakeholders, and the PPG.

Meetings:
Project Management Team (PMT) Meetings 6- 7
Project Planning Group (PPG) Meeting 3
Stakeholder Meeting

Deliverables: Conceptual Site Options, Bubble Diagrams, Massing Strategies, Phasing Plan, Preliminary Cost Models and updated Evaluation Matrix, Meeting Agendas, Meeting Exhibits and Notes.

3.5 **Task 5 Project Cost Model and Schedule:** The CONSULTANT shall develop a detailed project Cost Model for the Conceptual Site Plan and Massing Strategy.

3.5.1 The detailed project Cost Model shall include:

3.5.1.1 Hard costs: demolition, construction, FF&E, estimating contingencies, contractor overhead and profit

3.5.1.2 Soft costs: design/engineering fees, construction management, testing, permits

3.5.1.3 Allowances: moving, temporary facilities

3.5.1.4 Develop project schedule/implementation plan and escalation factor based on the anticipated funding strategy and timeline

3.5.2 The CONSULTANT shall conduct Project Management Team Meetings 8 to review the Project Cost Model and Project Schedule.

3.5.3 The CONSULTANT shall conduct Stakeholder Meetings review the Project Cost Model.

Meetings: Project Management Team (PMT) Meeting 8

Stakeholder Meeting

Deliverables: Conceptual Cost Model, Implementation Plan, Meeting Agendas, Meeting Exhibits and Notes.

3.6 **Task 6 Assessment of Funding Sources:** The CONSULTANT and its SUBCONSULTANT shall work with the PMT to assist with the financial planning for the Newark Civic Center project. The CONSULTANT team shall:

3.6.1 Assist in the CITY'S financial planning for the Newark Civic Center project, identifying potential revenue sources, analyzing financing alternatives such as pay-as-you-go, lease/purchasing, short-term vs. long-term financings, assessments, user fees, impact fees, developer contributions, public/private partnerships, and provide analysis of the financial impact of each potential alternative.

3.6.2 Review the CITY'S current debt structure and analyze future debt capacity, taking into account current and potential new revenue sources.

3.6.3 Develop a preliminary financing plan in concert with CITY staff, which would include recommendations for the optimal combination of cash funding and debt financing, the type and structure of any borrowings, and the timing and number of financings.

3.6.4 Assist in developing:

3.6.4.1 Value for the underlying real estate of the existing Civic Center site.

3.6.4.2 Estimates of revenue from facility rentals.

3.6.5 Assist the City in preparing financial presentations for City Council meetings and/or other meetings and public hearings.

3.6.6 Attend meetings with City officials and staff, consultants and other professionals.

3.6.7 The CONSULTANT shall conduct Project Management Team Meeting 9 to review the potential Funding Strategies and Sources for Civic Center project.

3.6.8 The CONSULTANT shall conduct Stakeholder Meetings to review the potential Funding Strategies and Financing Plan for the Newark Civic Center project.

3.6.9 The CONSULTANT shall conduct PPG 4 to review the potential Funding Strategies and Financing Plan for the Newark Civic Center project.

Meetings: Project Management Team (PMT) Meeting 9
Project Planning Group (PPG) Meeting 4
Stakeholder Meeting
City Council Study Session (scheduled in Task 3)
City Council Meeting (scheduled in Task 8)

Deliverables: Preliminary Funding Strategies and Financing Plan, Meeting Agendas, Meeting Exhibits and Notes.

3.7 **Task 7 Recommendations and Action Plan:** The CONSULTANT shall develop the project recommendations and action plan that reflects the direction of the City Council, PPG and the PMT. The CONSULTANT shall:

- 3.7.1 Prepare a draft summary report for the Civic Center Feasibility Study that summarizes the process, the tasks, input and the outcomes.
- 3.7.2 Prepare a draft action/implementation plan for the Civic Center Feasibility Study that will be included in the draft plan.
- 2.1.1 Prepare a presentation of the Summary Report.
- 2.1.2 The CONSULTANT shall conduct Project Management Team Meeting 10 to review the draft summary report and presentation.
- 2.1.3 The CONSULTANT shall conduct Stakeholder Meetings to review the draft summary report and presentation.
- 2.1.4 The CONSULTANT shall conduct PPG 5 to review the draft summary report and presentation.

Meetings: Project Management Team (PMT) Meeting 10
Project Planning Group (PPG) Meeting 5
Stakeholder Meeting

Deliverables: Draft Summary Report, Draft Report Presentation, Meeting Agendas, Meeting Exhibits and Notes.

2.2 **Task 8 Final Report:** The CONSULTANT shall refine the draft Summary Report and presentation based on input from the Stakeholders, the PPG and the PMT. The CONSULTANT shall:

- 2.2.1 Prepare the final summary report for the Civic Center Feasibility Study.
- 2.2.2 Prepare the final presentation of the Summary report.
- 2.2.3 Conduct a Community Meeting to review the summary report and final presentation of the Feasibility Study.
- 2.2.4 Attend and present the final report to the City Council for their input, review, and approval.
- 2.2.5 Integrate review comments into the final report.

Meetings: Community Meeting
City Council Presentation

Deliverables: Meeting Agendas, Meeting Exhibits and Notes.

III ADDIONAL SERVICES

3.0 The following services are not included in the Consultant's Scope of Basic Services and shall be provided if requested by the CITY. The CONSULTANT shall be compensated for Additional Services in addition to compensation for Basic Services and Reimbursable Expenses.

- 3.1 Additional meetings beyond those identified in Exhibit A, Section II.
- 3.2 Engineering and specialist consultants
- 3.3 Environmental studies
- 3.4 Traffic engineering
- 3.5 The services of consultants other than those included in the Basic Services.
- 3.6 EIR services

3.7 Cost estimates
3.8 Scale models
3.9 Computer animation
3.10 Preparation of and conducting focus groups and follow-up
3.11 Making revisions to drawings, designs, or other documents when such revisions are inconsistent with approvals or directions previously given by the CITY, made necessary by determination by the CLIENT or its other consultants, or made necessary by the CLIENT'S failure to render decisions in a timely manner.
3.12 Any other service not included in Basic Services.

SCHEDULE

1.0 PROJECT SCHEDULE

1.1 The CONSULTANT shall perform the services described in project phases so as to complete each milestone within the time duration specified. The time to complete each phase may be increased or decreased by mutual written agreement of the CONSULTANT and the City of Newark. The CONSULTANT shall not be held responsible for delays beyond their reasonable control.

Task Nos.	TASK	DATE OR TASK DURATION
	NOTICE TO PROCEED (NTP)	
Task 1	Program of Uses	2 months from NTP, Month 1-2
Task 2A/2B	Space and Site Needs Assessment	2 months (1 month concurrent with Task 1), Months 2- 3
Task 3	Site Identification and Analysis	2 months, (concurrent with Task 2), Months 2-3
Task 4	Conceptual Site Plan, Building Diagrams, and Massing Strategies	3 months, Months 4-6
Task 5	Project Cost Model and Schedule	2 months, (2 months concurrent with Task 4), Months 5-6
Task 6	Assessment of Funding Sources	Preliminary research concurrent with Task 1-5, Months 1-4 2 months, (concurrent with Task 5), Months 5-6
Task 7	Recommendations and Action Plan	2 months, (concurrent with Task 6), Months 5-6
Task 8	Final Report	Month 7

EXHIBIT B

COMPENSATION

1.0 COMPENSATION FOR BASIC SERVICES

1.1 For the Basic Services described in Exhibit A, Task 1 through Task 4, the City of Newark shall pay the CONSULTANT a total fee in the amount not to exceed One Hundred Twenty Nine Thousand Six Hundred and Thirty Twenty Three ($129,623.00) plus a maximum of allowance of Fourteen Thousand One Hundred Dollars ($14,100) of reimbursable allowance.

1.1.1 For the Basic Services described in Exhibit A, Task 1-4, article 3.1-3.4 the CONSULTANT shall invoice for these services monthly for the percent complete of each task:

Task 1:	Program of Uses	$ 15,380
Task 2:	Space and Site Needs Assessment	$ 30,363
Task 3:	Site Identification and Analysis	$ 17,890
Task 4:	Conceptual Site Plan, Building Diagrams, and Massing	$ 14,870
Task 5:	Project Cost Model and Schedule	$ 9,510
Task 6:	Assessment of Funding Sources	$ 21,400
Task 7:	Recommendations and Action Plan	$ 9,250
Task 8:	Final Report	$ 10,960
_Total Fixed Fee Services		$ 129,623
Reimbursable (Allowance)		$ 14,100

2.0 COMPENSATION FOR REIMBURSABLE EXPENSES (See Allowance included under 1.1.1 above).

2.1 Reimbursable Expenses (Allowance) are in addition to compensation for Basic Services in Exhibit A and include expenses incurred by the CONSULTANT and subconsultants in the interest of the project, as identified in the following clauses.

Reimbursable expenses related to the project, whether for CONSULTANT, subconsultant, or CITY use, are billable at 1.15 times direct cost or at the rates indicated below. Such costs include, but are not necessarily limited to:

- CAD plotting of check sets and presentation drawings larger than 11"x17".
- Outside service printing/copying of drawings and documents of any size.
- In-house black and white printing/copying of drawings larger than 11"x 17".
- In-house black and white printing/copying for draft and final reports and specifications.
- In-house color and grayscale printing and photocopying up to 11"x17" for in-house, consultant or client use.
- Software purchase and licensure on behalf of the client with prior client approval.
- Postage, delivery and messenger service.
- Photographic and digital imaging, including color and gray scale copies of any size.
- Outside telephone conferencing services.
- Overtime expenses with prior client approval.
- Architectural renderings, physical and digital scale models and animations.
- Travel expenses such as mileage, bridge tolls, and meals.
- Subconsultant costs.
- Presentation boards.
- Facilitation tools.
- Workshop accessories and facilitation materials.

- Videos, web services, and opinion surveys.

The following expenses are included in the hourly billing rates and are not billed separately:

- General in-house black and white printing/copying of 11"x 17" or smaller, except as noted above.
- Telephone and fax usage, unless stipulated otherwise by Agreement.

4.2 Compensation for Reimbursable Project Expenses shall not exceed the allowance as set forth in article 1.1.1 without approval of the CITY.

4.3 The CITY and the CONSULTANT agree that the rates for Additional Services and Reimbursable Expenses, including subconsultant and Reimbursable Expenses markup, shall be reviewed and adjusted annually for future project phases.

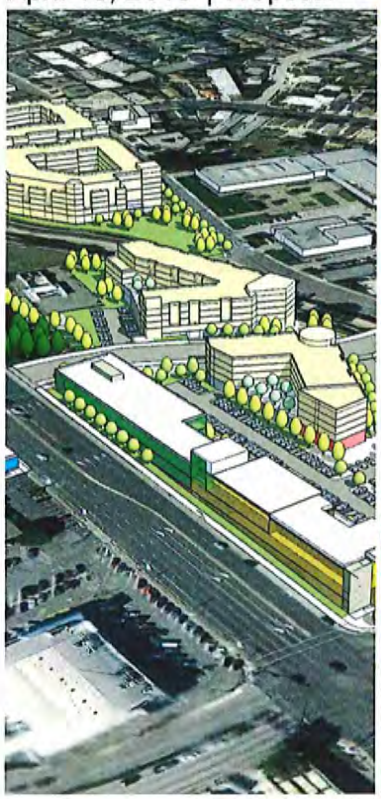
EXHIBIT C

QUALIFICATIONS

City of Newark

Civic Center Replacement/ Relocation Feasibility Study

April 15, 2015 | Proposal



GROUP 4

GROUP 4

ARCHITECTURE
RESEARCH +
PLANNING, INC

211 LINDEN AVENUE
SO. SAN FRANCISCO
CA 94080 USA
T:650•871•0709
F:650•871•7911
www.g4arch.com

15 April 2015

Terrence Grindall, Assistant City Manager
CITY OF NEWARK
37101 Newark Boulevard
Newark California 94560

Re: Request for Qualifications (RFQ) for Newark Civic Center Replacement/Relocation Feasibility Study

Dear Mr. Grindall and Members of the Selection Committee:

The Newark Civic Center Replacement/Relocation Feasibility Study a unique opportunity to create a new center that serves both the functional and cultural needs of the community. The opportunity to leverage co-location of community services and build synergistic relationships among facilities has the potential to create a transformational place at the heart of the Newark community. We envision an engaging new civic center that will create a destination for both community residents and visitors. We look forward to working with City staff and stakeholders to create a strong vision and a clear path to implementation.

Group 4 Architecture, Research + Planning, Inc. is a recognized leader in the planning and design of community facilities in California. We are a full service firm that provides planning, architecture, and FF&E design services to public clients to help shape the future of the communities they serve. We have extensive experience in civic facility planning and design, including more than a dozen civic center master planning projects, and we are currently working with the cities of South San Francisco and Menlo Park on their civic centers. Our wealth of experience means that we understand how to design city halls for modern service, efficient operations, and ease of use.

JONATHAN HARTMAN
ARCHITECT

DAWN E. MERKES
ARCHITECT

DAVID SCHNEE
ARCHITECT

JILL EYRES
ARCHITECT

ANDREA GIFFORD
ARCHITECT

WILLIAM LIM
ARCHITECT

Our civic center experience is complemented by an outstanding portfolio of award-winning libraries and community/cultural centers. Group 4 is a national leader in library planning and design, and we work with libraries across the country to develop forward-thinking, flexible, and sustainable library services and facilities; among other projects, we are currently working with the Alameda County Library to prepare for the grand opening of the expanded San Lorenzo Library later this year. Our Senior/Community Center in San Leandro won top honors from the National Recreation & Park Association, while our multiple award-winning West Sacramento Community Center is a vital part of that city's civic campus.

What sets us apart is our commitment to engaging users, staff, and stakeholders in developing comprehensive plans for facilities that meet community needs and goals. Our projects have received enthusiastic praise from our clients as well as honors at the local and national levels for excellence in planning, design, and positive community impact. We also are at the forefront of helping public clients develop effective and equitable partnerships for services and facilities; recent local examples include our joint public/academic library on 81st Avenue in Oakland, and our new LEED Platinum joint library and community center in Palo Alto's Mitchell Park.

For the Newark Civic Center Feasibility Study, we have assembled a uniquely qualified and experienced project team with a proven record of developing projects that can move forward into implementation.

- Our core Group 4 team will be led by Principal-in-Charge Dawn Merkes, who has worked on many of Group 4's most successful civic facility master planning projects. Dawn will be supported by other firm principals and associates with extensive community facility planning and design experience.

- We are pleased to include Sarah Hollenbeck of Public Financial Management to assist with analysis of potential funding sources. Sarah is currently working with the City of South San Francisco to develop financing strategies for civic facilities (including Police, Fire, Library, and Recreation) planned by Group 4. She is also working with the City of San Rafael to develop funding strategies for essential facilities planned by Group 4.

- Our cost consultant, Gary Holland of TBD Consulting, has worked with us for almost two decades on more than 40 public building projects, including numerous facilities master plans leading to successful public ballot measures.

Additional project resources include Leach Mounce Architects, who are nationally recognized for their specialty in public safety facilities; and SWA Group, who specialize in creating uniquely beautiful, functional, and sustainable urban landscapes and outdoor community spaces.

We have developed a proposed project approach, work plan, and project participation plan based on our understanding of the City's project needs and our experience with other communities on similar projects. Core elements of our approach include regular meetings with a strong Project Management Team (PMT) to monitor progress and ensure timely decision-making; a Project Planning Group composed of department and partner agency representatives who will collaborate in structured workshops at key project milestones; a public meeting to check in with the community about their vision and priorities; and two meetings with City Council to keep them informed and seek their input. Our approach narrative in this Statement of Qualifications is necessarily concise due to the page limits established in the RFQ. We look forward to the opportunity to discuss our proposed work plan and schedule with you in more detail at your convenience.

In summary, the Group 4 team offers:

- Leadership in helping public clients develop a strong foundation, effective partnerships, and an implementable plan for improved civic and community facilities;

- A proven process that engages multiple stakeholders in building a shared vision for facilities and positioning them for successful implementation; and

- Extensive experience with every service, facility, and partner component of the proposed Newark Civic Center.

Now is the opportunity to create a strong foundation for the Newark Civic Center project, which aligns very well with our experience and our long-term commitment to civic and community architecture. We are prepared to make an extraordinary commitment to the success of your project. Please contact me if you have any questions about our qualifications or proposal. I can be reached at the telephone, fax and address contact information on the first page of this letter, and by email at dmerkes@g4arch.com.

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

Dawn E Merkes

Dawn Merkes, AIA, LEED$_{\text{AP BD+C}}$
Principal and Vice President

DM/s

GROUP 4 ARCHITECTURE RESEARCH + PLANNING

GENERAL QUALIFICATIONS

INTRODUCTION TO GROUP 4

Group 4 Architecture, Research + Planning, Inc. is a full-service architecture firm composed of inspired and talented individuals dedicated to creating vibrant public places that cultivate dynamic communities. Since 1974, we have been providing quality services to public clients and the communities they serve. Our distinctly interactive and inclusive process engages diverse user, staff, and stakeholder groups in the process of shaping the future of their communities.

Exceeding our clients' expectations and designing facilities that create and communicate a vision for their communities are key reasons behind the success of our projects and the fact that more than half of our business is for repeat clients. The firm prides itself on forming interactive relationships with clients that incorporate the voices of user groups as well as facility managers. Group 4's priorities of excellence in planning and design result in many long-term relationships with our clients.

Our staff of 25 includes planners, architects, interior designers, and technical and construction support specialists. We are active in professional associations, including CPRS, USGBC, the American Institute of Architects, and the Environmental Design Research Association. Most of our professional staff are LEED-accredited.

COMMMUNITY FACILITY MASTER PLANNING

Group 4 has excellent experience with producing successful feasibility studies and strategic master plans for public clients in California. We have developed master plans for civic campuses, county complexes, libraries, public safety facilities, recreation and community centers, and operations/ maintenance facilities. We measure the success of our master plans not only by how well they meet the needs of our clients, but also by whether they can be implemented within our clients' budget and schedule requirements. A master plan that ends up on a shelf because our clients lack the resources to implement or support it is of little use.

All of our master plans include careful analysis of the resources available to our clients for implementing the plan recommendations. Considerations during the development of implementation plans typically include potential cost savings over time from efficiencies in staffing, operations, and energy use in improved facilities; phasing opportunities; and projected escalation of construction costs. We also help our clients identify and evaluate opportunities for obtaining additional funds beyond their capital project budgets, such as grant funds and local ballot measures.

Shasta Lake Civic Center Campus Master Plan

"Group 4 brought to our project valued creativity. They responded to community needs and desires, worked with a constrained site, presented multiple options for cost containment, and dealt with furnishing issues and the reality of limited maintenance resources."
— Carlene McCart
Community Services Director
City of San Rafael

Community Facilities Visioning South San Francisco

POSITIONING PROJECTS FOR SUCCESS

Group 4 has excellent experience with helping clients develop realistic project budgets, successful funding strategies, and strong stakeholder and community support for project implementation.

- We have an excellent record of developing **accurate project budgets**. From the very earliest phases of planning, we begin building a comprehensive budget that includes construction, soft costs, FF&E, technology, public art, moving, and appropriate contingencies. The accuracy of our budgets is revealed when our projects are bid; most of our projects bid well under the final engineering cost estimate.

- We have helped clients prepare for **local ballot measures** to fund construction. We assisted the City of Palo Alto in building public support for a bond measure for capital funds to improve three libraries; in November 2008 the measure passed with nearly 70% voter support.

- We are strong proponents of developing **partnerships** that improve facilities and services. Recent examples include our Community Facilities Visioning study for South San Francisco, which brings together the City's Library and Community Services departments in new shared facilities.

- We support our clients in their **fundraising campaigns**. We supported the Walnut Creek Library Foundation in raising $5 million toward the construction of a new library through the development of a donor recognition and naming program.

All of our projects have multiple user groups and many constituents with varying goals, needs, and perspectives. Creating a shared vision for public projects is a challenging yet necessary step — one that can be met through the use of an effectively-managed participatory process. During decades of helping communities develop highly functional, beautiful, and sustainable facilities, we have developed a distinctively interactive planning process that effectively incorporates staff and community input.

We build on this shared vision to define the planning and design values that will not only shape the project, but also act as criteria for evaluating the success of various development and design solutions. We understand the need to meet with community and stakeholder groups multiple times during the planning and design process to elicit input and build the confidence and support that are crucial for the success of public projects.

We work with our clients to develop a participation plan that incorporates staff, stakeholders, user groups, and community members into the process in order to build support and position each project for success.

"The Group 4 team did an amazing job adapting to our community and facilitating a process that not only resulted in unprecedented input from a diverse cross-section of our City, but also created a new model that we will follow for community outreach for all major projects going forward."
— Councilmember Rick Kowalczyk
City of Half Moon Bay

MANTECA LONG-RANGE CIVIC FACILITIES MASTER PLAN

MANTECA, CA

PROJECT DESCRIPTION

Group 4 was commissioned by the City of Manteca to develop a needs assessment and long-range master plan for public facilities, including city hall departments as well as corporation yard and maintenance functions. Group 4 developed a range of scenarios for meeting the City's facility needs over 20 years, and analyzed the associated capital, staffing, and operational cost implications of each scenario.

The City also contracted with Group 4 for full design and construction administration services to create a new one-stop permit center in its city hall.

PACIFICA LIBRARY AND COUNCIL CHAMBERS

PACIFICA, CA

PROJECT DESCRIPTION

Group 4 is working with the San Mateo County Library and the City of Pacifica to develop a conceptual design for a new branch library at the heart of a proposed new downtown mixed-use development. The new 30,000 square foot library will replace the city's two separate, smaller branches in a more central and accessible location. It will include large multipurpose program space that will serve as the city's new council chambers.

The program and design for the new library grew out of a highly participatory process that engaged stakeholders and the community at multiple milestones. Group 4 also developed a cost model, graphics, and information in support of a community-based capital campaign that will include a public ballot measure as well as private fundraising. The project will be put before voters in 2014.

MENLO PARK CITY HALL AND POLICE STATION

MENLO PARK, CA

PROJECT DESCRIPTION

In the early 1990s, Menlo Park's previous police facility specialist architect had proposed a new building far beyond the City's financial resources. With creative planning, Group 4 was able to provide a state-of-the-art police station, city offices, and council chambers for a fraction of the cost of the proposed new police facility. Group 4 conducted a feasibility analysis of various options, and concluded that the most cost-effective solution would be to expand the existing City Hall in a phased process to allow City staff to remain in the building during construction.

Now, after 20 years of growth and change in services and staffing, the City hired Group 4 to update its City Hall space needs and space plan. Group 4 is working with City staff to evaluate cost-effective options that meet operational needs.

SAN RAFAEL ESSENTIAL FACILITIES/ CIVIC CENTER STRATEGIC PLAN

SAN RAFAEL, CA

PROJECT DESCRIPTION

Group 4 was hired by the City of San Rafael to analyze essential public facilities including San Rafael's City Hall, six fire stations, the police station, and two community centers designated for use as emergency operations centers.

Based on an assessment of seismic, space, and operational needs, Group 4 developed strategies to modernize and expand the City's essential facilities to meet San Rafael's current and future needs. The preferred strategy included the development of a joint public safety building in downtown San Rafael to house both the Police and Fire Departments. Moving the Police Department out of its current space on the first floor of the City Hall would free up much-needed expansion space for other City departments.

The process included a series of interactive workshops with the Fire Chief, Police Chief, and other key City department heads to review findings, confirm needs, and develop joint strategies.

SOUTH SAN FRANCISCO CIVIC FACILITIES FEASIBILITY STUDY

SOUTH SAN FRANCISCO, CA

PROJECT DESCRIPTION

The City of South San Francisco's City Council has identified its Police and Library departments as top priorities for improved facilities. The City commissioned Group 4 to look holistically at the needs of Police, Library, Parks and Recreation, Fire, and City IT in order to develop a comprehensive solution for services and facilities.

Group 4 developed four options for City consideration. The City Council and department heads agreed on a preferred development strategy that will accommodate the needs of all departments. The recommendation creates a new civic destination with a joint library and recreation center on a high-profile site adjacent to a high-density housing development. A joint police, fire and IT facility will be redeveloped on half of the site of the existing police station, with the remaining half of the property available for future public or private development.

SHASTA LAKE CIVIC CENTER MASTER PLAN

SHASTA LAKE, CA

PROJECT DESCRIPTION

The City of Shasta Lake commissioned a master plan for a new civic center on an approximately eight acre site near the city's commercial district. Group 4 conducted a strategic-level needs assessment and recommended a new civic center including city hall, library, historical society museum, community/cultural facilities, and sheriff substation.

Group 4 developed a site and zoning analysis, taking into consideration climate, topography, vehicular/pedestrian access and circulation, shared parking strategies, sustainable design principles, and views as well as broader issues such as placemaking and civic/community connectivity. Group 4 developed project budgets and implementation strategies for the preferred site strategy.

The City has already moved forward with implementation of of the master plan. The new joint sheriff substation and interim city council chambers facility opened in 2011. The City is currently mobilizing to initiate Phase 2, development of the new community center.

KEY STAFF

We have assembled an excellent and highly qualified team for the Newark Civic Center Feasibility Study. Qualifications for Group 4's key personnel and our proposed subconsultant team appear on the following pages.

GROUP 4

Our core Group 4 team includes our most experienced personnel with civic facility needs assessments, feasibility studies, and master plans as well as with design and construction of all of the facility types to be included in the Newark Civic Center.

- Group 4 Principal-in-Charge **Dawn Merkes** AIA LEED is a proponent of user-based project planning and has led many of Group 4's civic facilities master plan projects, such as San Rafael's Essential Facilities/Civic Center Strategic Plan, Menlo Park City Hall and Police Station, and the San Leandro Senior/Community Center and EOC. She is currently leading a district-wide facilities master plan for the Santa Clara County Fire Department. She is a strong proponent of partnerships to share space and improve community service.

- Principal/Design Director **David Schnee** AIA AICP LEED has a background in both planning and design, and is highly capable in all project phases. He is committed to sustainable design as well as to incorporating broad staff and stakeholder participation in the planning and design process.

- Senior Associate/Designer **Andrea Gifford** RA LEED has extensive experience planning and designing a wide range of civic and community facilities, from administrative offices, libraries, and community centers to public safety, maintenance, and operations facilities. She is an engaging presenter as well as a skilled designer.

- Associate Planner **Jill Eyres** RA LEED has more than 15 years of experience developing facilities master plans for public clients. She was project planner for long-range civic center master plans for the cities of San Rafael, Shasta Lake, and Manteca.

Our proposed Group 4 key personnel will be supported and supplemented as needed by our team of in-house planners and designers, all of whom have extensive experience working with public clients on community projects.

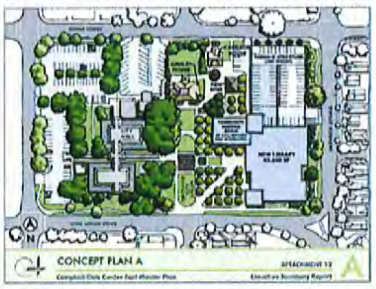
SUBCONSULTANT TEAM

We are pleased to include a strong team of experienced subconsultant resources for the Newark Civic Center Feasibility Study:

- **PFM** works with municipal clients to develop funding strategies for public projects. Managing Director Sarah Hollenbeck is currently working with the cities of San Rafael and South San Francisco on financial planning for implementation of facilities plans developed by Group 4.
- Gary Holland of **TBD Consulting** has worked with Group 4 for more than 15 years to develop accurate project budgets for public architecture, including systemwide facility master plans.
- **Leach Mounce Architects** specializes in public safety facility programming and design, and has provided professional services for city and county government in more than 20 states and Canada.
- **SWA Group** will bring their international perspective and extensive experience creating vibrant civic landscapes for public clients. SWA has collaborated with Group 4 on projects such as the San Jose Environmental Innovation Center and the Santa Clara County Fairgrounds Vision Plan.

Mitchell Park Center
Palo Alto
LEED Platinum
CPRS Award of Excellence

Santa Clara County
Fire Department Master Plan



Civic Center East Master Plan
Campbell

CITY OF NEWARK

Group 4
Architecture, Research + Planning, Inc.

Dawn Merkes AIA LEED	Principal-in-Charge
David Schnee AIA AICP LEED	Design Director
Andrea Gifford RA LEED	Senior Designer
Jill Eyres RA LEED	Associate Planner

Subconsultants

Economist	**Public Financial Management** *Sarah Hollenbeck, Managing Director*
Cost Consultant	**TBD Consultants** *Gary Holland, Principal*
Landscape Design	**SWA Group** *Elizabeth Shreeve, Principal*
Public Safety Facility Specialist	**Leach Mounce Architects** *Howard Leach, Principal* *Mathew Huntington, VP Design*

GROUP 4 ARCHITECTURE RESEARCH + PLANNING

KEY STAFF

DAWN MERKES AIA LEED AP

- *Experienced architect and planner for public facilities*
- *Helps clients meet service and facility needs within available funds*
- *Strategic approach to staff and stakeholder engagement*

Award-winning architect Dawn Merkes is an active proponent of user-based planning for public and private projects. The interactive planning process she helped Group 4 develop results in partnerships and facilities that meet user needs for decades to come. Given her strong communication skills and excellent meeting facilitation abilities, it is no surprise that Dawn excels in working with communities and people to create a vision that ultimately leads to facilities that have a significant impact on people's daily lives. She partners with clients to ensure that each master plan meets the community's facility and service needs within its unique operating and budget parameters.

Dawn's recent projects include a feasibility study for public facilities for the City of South San Francisco, working with representatives of the City's Administration, Police, Library, Community Services, and Public Works departments to assess needs, evaluate sites, and develop a shared vision of efficient, functional, and sustainable new facilities.

EDUCATION AND REGISTRATION

Bachelor of Architecture, Montana State University, Bozeman
Registered Architect, State of California, C24206
LEED accredited professional

REPRESENTATIVE PROJECTS

- *South San Francisco Community Facilities Visioning Study*
- *Santa Clara County Fire Department Master Plan*
- *San Rafael Essential Facilities/Civic Center Strategic Plan*
- *Pacifica Library and City Council Chambers*
- *Menlo Park Police Station and City Hall*
- *Campbell Civic Center East Master Plan*
- *Foster City Civic Center Master Plan*
- *Belmont City Hall Feasibility Study*
- *South San Francisco Conference Center*
- *San Leandro Senior/Community Center and EOC*
- *San Leandro Manor Branch Library*
- *San Rafael Pickleweed Park Community Center, Library, and Community Policing Station*
- *Milpitas Public Library*
- *Palo Alto Mitchell Park Library and Community Center*
- *San José Branch Library Facilities Master Plan*
- *San José Roosevelt Community Center*
- *Walnut Creek Library*
- *Santa Clara County Fairgrounds Vision Plan*

Dawn Merkes

Civic Facilities Feasibility Study
South San Francisco

Pickleweed Park Community Center
San Rafael
LCC Helen Putnam Grand Prize
IESNA No. California Merit Award
AIA San Mateo Citation Award

San Leandro Senior Center
LEED Gold
NRPA Facility Award

DAVID SCHNEE AIA AICP LEED BD+C

- *Strong design and planning skills*
- *Leads interactive process to incorporate stakeholder input*
- *Commitment to sustainable design and operations*

David Schnee is a recognized leader in the planning and design of innovative, sustainable, and beautiful architecture. His designs are as diverse as the clients he serves, as each project reflects and celebrates unique qualities of site, program, and community. In each project he artistically combines space and light with a keen sensitivity to how people use and experience their environments. He has been incorporating sustainable practices into his projects for more than 25 years including more than a dozen LEED projects to date. His approach to design projects is highly collaborative, creative, and solution-oriented. David is one of the top public meeting facilitators in the Bay Area, and was chosen by San Francisco to lead the public outreach process for the design of the Harvey Milk Memorial Plaza.

Currently David is developing master plans for complex facilities for multiple stakeholder groups in California, Kansas, and Ohio.

EDUCATION AND REGISTRATION

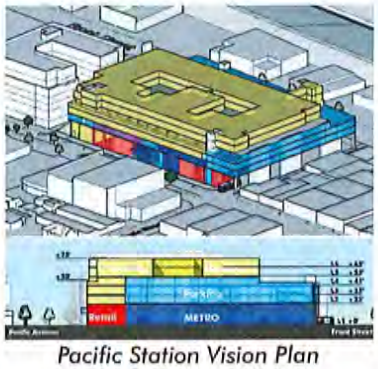
Master of Architecture, University of California, Berkeley
Master of City Planning, University of California, Berkeley
Bachelor of Architecture, Cornell University
Registered Architect, State of California, C27893
Certified Planner, American Institute of Certified Planners, 016198
LEED accredited professional

REPRESENTATIVE PROJECTS

- *San Jose Environmental Innovation Center*
- *Santa Clara County Fairgrounds Vision Plan*
- *Elk Grove Sports Facilities Vision Plan*
- *Santa Cruz Metro Pacific Station Development*
- *South San Francisco Caltrain Station Visioning Study*
- *Silicon Valley Conference Center Feasibility Study, Milpitas*
- *Santa Clara County Fairgrounds Vision Plan*
- *San Rafael Pickleweed Park Community Center, Library, and Community Policing Station*
- *Milpitas Public Library*
- *San Francisco Ingleside Branch Library*
- *Larkspur Rose Garden Community Facilities Master Plan*
- *San Anselmo Community Facilities Master Plan*
- *Johnson County Library Comprehensive Master Plan*
- *Dayton Metro Library Systemwide Capital Improvement Program*

David Schnee

Milpitas Public Library
AIA East Bay Award of Merit



Pacific Station Vision Plan
Santa Cruz METRO

Sports Facilities Vision Plan
Elk Grove

ANDREA GIFFORD RA LEED

- *Leading designer specializing in civic facility space planning*
- *Creates vibrant designs that reflect community vision and organizational culture*
- *Engaging project and stakeholder meeting facilitator*

Andrea Gifford has been instrumental in the transformation of projects from architectural vision to finished buildings that are in accord with user and community goals. She has a keen understanding of functional building use, fluid user circulation, and simple aesthetic design solutions. Andrea's work has been featured in national publications such as the Library Journal. She is currently working on a space plan for Planning and Development Department of Santa Clara County.

EDUCATION AND REGISTRATION

Bachelor of Science, Architectural Studies, University of Illinois, Urbana-Champaign, High Honors Graduate
UIUC Edward C. Earl Prize for Excellence in Design – 1997, 1999
Registered Architect, State of California, C32830
LEEDID+C accredited professional

REPRESENTATIVE PROJECTS

- *Santa Clara County Planning and Development Dept. Space Plan*
- *South San Francisco City Hall Annex Space Plan*
- *Palo Alto City Hall Space Planning/Interiors*
- *Menlo Park City Hall Space Planning/Interiors*
- *San Mateo County Library Adminstrative Office Remodel*
- *Marin County Free Library Lobby Renovations*
- *San José Environmental Innovation Center*
- *Chula Vista Otay Ranch Branch Library*
- *Concord Senior Citizens Center*
- *West Sacramento Community Center*
- *Milpitas Public Library*
- *Palo Alto Downtown Library*
- *Palo Alto Mitchell Park Library and Community Center*
- *Dayton Metro Library Systemwide Capital Improvement Program*
- *San Leandro Washington Manor Branch Library*
- *San Rafael Pickleweed Park Library*
- *Santa Clara Central Park Library*
- *South San Francisco Main Library Interiors*
- *Walnut Creek Library*

Andrea Gifford

Menlo Park City Hall

Walnut Creek Library/
Business Center

Environmental Innovation Center
San Jose

JILL EYRES RA LEED

- *Experienced with civic, library, and public safety projects*
- *Skilled strategic facilities planner*
- *Specialist in research and data analysis methods*

Jill Eyres has provided planning, programming, and post-occupancy evaluation services for a range of facility types, including public safety facilities, libraries, civic centers, community centers, and offices. Jill's experience and education have given her a strong understanding of the need for facilities to support the functions of their users. She has experience with a broad range of methods to gather planning and evaluation data, including focus groups, individual and group interviews, questionnaires, GIS mapping, and computer-based user tracking programs. She has presented before the Environmental Design Research Association and the American Institute of Architects.

Jill was the project planner for a civic center campus master plan for Shasta Lake, California encompassing city offices, council chambers, library, community center, historical society, and law enforcement; the City has successfully implemented the first phase of development (sheriff substation and council chambers), and is mobilizing for development of city offices in the next phase. She is currently completing a systemwide library facilities master plan for Johnson County, Kansas that is laying the groundwork for a November 2015 community ballot measure to fund the recommended projects. She is also completing a feasibility study for new library facilities in Coachella, California.

EDUCATION AND REGISTRATION

Master of Architecture, University of Illinois, Urbana-Champaign
Bachelor of Science, Architectural Studies, U. Illinois, Urbana-Champaign
Registered Architect, State of California, C30061
LEED accredited professional, Building Design & Construction

REPRESENTATIVE PROJECTS

- *Shasta Lake Civic Facilities Master Plan*
- *Manteca Long-Range Civic Center Master Plan*
- *San Rafael Essential Facilities/Civic Center Strategic Plan*
- *Johnson County Library Strategic Facilities Master Plan*
- *San José Environmental Innovation Center*
- *Coachella Library Feasibility Study*
- *Chula Vista Public Library Strategic Vision and Facilities Plan*
- *Half Moon Bay Library Needs Assessment/Conceptual Design*
- *Escondido Public Library Program and Conceptual Design*
- *Oakland Public Library New Models of Service Plan*
- *Santa Cruz Public Libraries Facilities Master Plan*
- *Houston Public Library Facilities Master Plan*

Jill Eyres

San Rafael Essential Facilities & Civic Center Strategic Plan

Shasta Lake Civic Center Master Plan

SARAH HOLLENBECK, MANAGING DIRECTOR - SAN FRANCISCO, CA

Sarah Hollenbeck's financial advisory practice is focused on general municipal clients, building on her experience as an issuer at the City of San Francisco. Sarah serves as financial advisor to a number of other cities in the Bay Area, including the Cities of Alameda, Burlingame, Fairfield, Martinez, Novato, Santa Rosa, San Leandro, San Francisco, San Rafael, South San Francisco, and Vallejo. Her financing experience encompasses all forms of debt structures and security types, both taxable and tax-exempt, including lease revenue bonds, COPs, general obligation bonds, pension obligation bonds, Mello-Roos and Assessment District Bonds, sales tax revenue bonds, water / wastewater revenue bonds and tax increment bonds.

Ms. Hollenbeck is currently working with the Cities of San Rafael and South San Francisco on financial planning and analysis related to the design of lease revenue bond financing plans for $50 million to $150 million of public safety and library/community center projects supported by local sales tax measures. In addition, she has previously assisted the City of Santa Rosa in structuring a privately placed lease financing for a fire station replacement to be repaid from a short-term sales tax measure.

CITY OF SAN RAFAEL	
Contact: Phone: Address:	**Mark Moses,** *Finance Director* (415) 458-5001 1400 Fifth Avenue, PO Box 151560, San Rafael, CA 94915-1560

Services Provided: Financial planning and analysis relating to the City's Measure E sales tax program

CITY OF SANTA ROSA	
Contact: Phone: Address:	**Deborah Lauchner,** *Chief Financial Officer* (707) 543-3089 90 Santa Rosa Avenue, Santa Rosa, CA 95404

Services Provided: Financial advisory services relating to the 2015 Tax Allocation Refunding Bonds, 2014 Courthouse Square financing analysis, 2014A Wastewater Revenue Bonds, 2013 Pension Obligation Bonds, 2012A Wastewater Revenue Refunding Bonds

CITY OF SAN LEANDRO	
Contact: Phone: Address:	**David Baum,** *Finance Director* (510) 577-3330 835 E. 14th Street, San Leandro, 94577

Services Provided: Financial advisory services relating to the 2014 Tax Allocation Refunding Bonds, 2014 Communities Facilities District refunding analysis, 2013 Lease Revenue Refunding Bonds, 2012 Pension Obligation Bonds

CITY AND COUNTY OF SAN FRANCISCO	
Contact: Phone: Address:	**Nadia Sesay,** *Director of Public Finance* (415) 554-5956 1 Dr. Carlton B. Goodlett Place, San Francisco, California 94102

Services Provided: Financial advisory services relating to the 2015 Tax Allocation Refunding Bonds 2014 Tax Allocation Bonds, 2013 Certificates of Participation, 2012 General Obligation Bonds

CITY OF ALAMEDA	
Contact: Phone : Address:	**Fred Marsh,** *Former Finance Director (now at City of Fairfield)* (707) 428-7495 1000 Webster Street, Fairfield, CA 94533

Services Provided: Financial advisory services relating to the Fire Station Renovation project, 2013 Refunding Certificates of Participation, 2013 General Obligation Refunding Bonds, 2012 Sewer Revenue Bonds, Alameda Point Series 2003A&B LOC replacement

CITY OF SOUTH SAN FRANCISCO	
Contact: Phone: Address:	**Jim Steele,** *Director of Finance* (650) 877-8505 400 Grand Avenue, South San Francisco, CA 94080

Services Provided: Financial planning and bonding capacity analysis, 2014 Refunding Bonds, Cash Defeasance Analysis

tbd consultants

111 Pine Street
Suite 1315
San Francisco
CA 94111

415. 981. 9430
415. 981. 9434 fax
info@tbdconsultants.com
www.tbdconsultants.com

TBD Consultants is a certified small business enterprise dedicated to the provision of excellence in construction project management and cost management services to owners and their professional consultants. TBD Consultants has experience which covers virtually every building type and extends across a large geographic area. Founded in California, in 2005, the company also has experience on projects throughout the United States, Europe, the Middle East and Asia.

Our company's responsive philosophy is based on listening carefully to our clients. Our objective is the provision of timely and accurate services, which provide not just 'value added' but value far in excess of their cost. We seek long term client relationships based on providing beneficial services that match our clients' needs and exceed their expectations.

TBD provides sound advice on scope definition, project delivery, schedule set up and early budget definition. We are expert in developing preliminary schedules and budget estimates based on the most conceptual information. Our clients rely on our ability to provide them with defensible and reliable information at the very earliest stages of their project.

Our clients also depend on our expertise to generate and execute a pro-active management plan to control time and budget and manage risks at all stages of their projects, from inception to completion.

TBD Consultants provides a comprehensive range of project and cost management services. They include but are not limited to:

- Strategic Planning
- Project Management
- Cost Management
- Scheduling
- Constructability Reviews
- Claims Settlement
- Dispute Resolution
- Quantity Surveys

The TBD Consultants team has a wealth of project experience in projects both large and small in all of the following categories:

- Health Care Facilities
- K-12 & Higher Education Facilities
- Research Laboratories
- Hi-tech Office Facilities
- Hospitality & Entertainment Facilities
- Aviation Facilities
- Museums & Art Galleries
- Commercial Office Buildings
- Multi-family & Luxury Residential
- Industrial & Manufacturing facilities

In short, TBD Consultants provides a first class service to its clients that is dependable, punctual and committed, so that we can add value to any owner, project or design team.

tbd consultants
111 Pine Street
Suite 1315
San Francisco
CA, 94111

Phone : (415) 981 9430
Fax : (415) 981 9434
www.tbdconsultants.com

GARY HOLLAND

Project Manager
gholland@tbdconsultants.com

BACKGROUND

Gary Holland is a Senior Cost Estimator of TBD Consultants working on all aspects of Cost Planning focusing on Public, Healthcare and Institutional sectors. Prior to the formation of TBD, he was an Associate Director and Senior Estimator at Davis Langdon.

Prior to TBD Consultants, Gary was the owner of GWH Construction Cost Consulting and have spent over 32 years working for a worldwide construction cost planning and management firm providing cost management services to architects, design professionals, owners, institutions and government agencies throughout the United States.

Gary has a proven track record for providing quality and accurate cost estimates.

EDUCATION

Architecture and Construction Management, West Valley College, Saratoga, California

CERTIFICATIONS / AFFILIATIONS

Certified Professional Estimator (CPE) with the American Society of Professional Estimators (ASPE)
Over 32 years of industry experience

REFERENCES

Wright Sherman	WRNS Studio	415 489 2224
Dawn Merkes	Group 4 Architecture, Research + Planning, Inc.	650 871 0709
Brian Wright	TLCD Architecture	707 525 5600

tbd consultants
111 Pine Street
Suite 1315
San Francisco
CA, 94111

Phone : (415) 981 9430
Fax : (415) 981 9434
www.tbdconsultants.com

CIVIC CENTER EXPERIENCE

City of Los Altos, Civic Center Master Plan, Los Alto, California
- Anderson Brule Architects

City of Campbell, Civic Center Master Plan, Campbell, California
- Anderson Brule Architects

City of Mountain House, Planned Community Civic Buildings, Mountain House, California
- Development Company and Various Architectural Firms (Group 4, Field Paoli)

Public Libraries

Milpitas Library, Milpitas, California
- Group 4 Architects

Walnut Creek Library & Parking Garage, Walnut Creek, California
- Group 4 Architects

City of San Jose, Bascom Library and Community Center, San Jose, California
- Rob Quigley Architects

City Projects

Orinda City Hall, Orinda, CA
- Siegel & Strain Architects

City of Mountain View - City Hall and Community Theater, Mountain View, California
- Turnbull Griffen Haesloop Architects

FIRM DESCRIPTION

1. **Location:**

Leach Mounce Architects
1885 Knoll Drive
Ventura, CA 93003
805-656-3522
howard@leachmouncearchitects.com
www.leachmouncearchitects.com

2. **Type of Organization:**

Leach Mounce Architects is a California corporation formed in 1990 by the merger of H. Wendell Mounce, AIA & Associates, of Glendale, California, and Leach Kehoe Architects, of Ventura, California. Both firms were founded in 1962.

3. **Principals of Firm:**

President and Owner
Howard Leach, AIA
Vice President Design
Mathew Huntington
Financial Controller
Sondra Andrade

4. **Specific Design Services:**

Needs Assessments
Space Planning
Facility Analysis
Master Planning
Site Selection Studies
Feasibility Studies
CAD 3D Renderings
Architectural Design
Interior Design
Building Info. Modeling (BIM)
Furnishings & Equipment
Security System Design
Facility Hardening
Communications Workstations
Construction Documents
Cost Estimating
Value Engineering
Cost Control
Construction Administration

5. **Overall Capabilities:**

Leach Mounce Architects (LMA) has provided professional services for public agencies and other architects for 53 years. During the past 37 years LMA has developed specialized expertise in providing the full range of services for law enforcement facilities, fire stations, libraries, communications centers, emergency operations centers, crime laboratories, detention facilities and civic centers.

LMA has provided professional services for more than 185 pubic safety projects for city and county government in more than 20 states and Canada during the past 37years. The firm has in-house expertise for the design of security systems, control consoles, communications workstations, systems integration and laboratory planning.

With in house cost estimating software, 3D graphics and Building Information Modelling (BIM) capabilities, LMA provides state of the art documents.

LMA's needs assessments include relationship diagrams that are in proportion to the size of the spaces providing an easier transition from the space program to the schematic design phase. For some needs assessments, such as for the Communications Center for Los Angeles International Airport, the City of Rochester/Monroe County, NY, Communications Center, and the Sacramento, CA Communications Center, the firm included a threat analysis with recommended countermeasures for facility hardening and systems protection.

6. **Unique Resources**

By specializing in public safety architecture, LMA has developed several unique resources that have proven beneficial to our clients:

a. Data Bank: Space standards, planning, statistics, costs and service area demographics are maintained in a database so that meaningful comparisons can be shown to our clients.
b. Research and Development: New concepts and innovations developed from past projects are often used to help our new clients. They include ergonomically advanced communications workstations, fully integrated graphics jail control consoles, vehicle fuming tent, user-friendly booking facility and fire station safety features, all developed by LMA for public safety projects.
c. Proven Methodology: An effective system for doing needs assessments, optimum adjacencies, and quality/cost/schedule control.

7. **Professional Affiliations:**

LMA maintains a continuing professional relationship with the public safety profession. Principals of the firm have taught the Facility Planning Seminar for the IACP in the past and the firm exhibits at both the IACP and APCO conventions every year. The firm is also active in the AIA Architects for Justice Committee and has had work published in the annual journal and exhibited at the annual traveling exhibit. We are also members of the Construction Specifications Institute (CSI), American Institute of Architects (AIA), United States Green Building Council (USGBC) and American Jail Association (AJA).

8. Business Emphasis:

The LMA business plan is to be a strong force in the national market for public safety architecture. The firm has made significant progress by achieving maximum value for its clients by means of advanced but reliable technology, optimum functioning floor plans, smooth systems integration and spaces that form a delightful working environment. The buildings and systems are designed to be user friendly and the design process itself is managed so that it is enjoyable for the client. Cost control, quality control, schedule control and systems integration are continuous throughout the design process. Repeat clients and referrals by satisfied clients are the primary marketing goal of the firm. We believe that the quality of the buildings we deliver and the people who use them speak better than anything we can say in a marketing program.

9. General Design Philosophy:

LMA believes that the client's program, the site and the budget are the major factors shaping the design; not a preconceived signature statement by the architect. Problems and issues are sought and defined during the programming phase and resolved during the design phase. Opportunities for our client are sought, discussed and defined during programming and developed for the clients advantage during design. The building is planned to work smoothly in three dimensions with the site and fit harmoniously within the neighborhood context. The Client's project budget and life cycle operations are both satisfied by the firm's system of cost control, sustainable design and value engineering.

10. Staff:

The entire LMA staff has specialized experience in the planning and design of advanced technology high security facilities. All personnel, including principals, directors, project architects, job captains, production staff, and administrative personnel work together on a daily basis on all aspects of civic architecture including needs assessment, site analysis, building analysis, design and construction management and systems engineering. All personnel will be available to provide planning, design, graphics, computer drafting and field services as needed to complete the project on schedule.

San Mateo Police Headquarters
San Mateo, CA

HOWARD LEACH, AIA, CSI
Principal-In-Charge

Education
- University of California, Berkeley, Cum Laude, Bachelor of Architecture, 1955
- University of California, Berkeley, Master of Architecture, 1957
- Institute of Security Design, Washington, D.C., Designing Facilities to Survive Terrorist Attack, 1987
- Harvard Graduate School of Design, The New American Courthouse, July 1997

Registrations
- California Architect, #C3780, 1962
- Hawaii Architect, #7675, 1992
- Utah Architect, #331558, 1996
- Washington Architect, #8174, 2002

Memberships
- American Institute of Architects,AIA
- Construction Specifications Institute, CSI
- Assoc. of Public Safety Communications Officials, APCO
- American Correctional Association, ACA
- American Jail Association, AJA
- Member of US Green Building Council, USGBC

Background and Skills
Mr. Leach's professional experience spans more than 50 years as a licensed principal in governmental and institutional architecture. He has achieved national recognition for innovative design of civic centers, law enforcement, fire, EOC's and communications facilities. Mr. Leach is a working principal during the planning and design phases and participates in the selection and detailing of hardware, security systems and specialized technical equipment throughout the project. He is recognized for his skill in the public approval process and has served frequently as expert witness in design and construction litigation.

Special Presentations
- "The Police Station of the Future" Police and Security News cover and main article featured Leach Mounce projects, Jan/Feb. 2008.
- POST Command College Futures Research Panel on Evidence Storage and Processing Challenges. October 30, 2007, Santa Ana Police Department.
- "Disaster-Proofing the Communications Center".
- "Ergonomics From Four Perspectives" both seminars authored + presented at the Association of Public Safety Communications officials (APCO) East Coast Regional Conference, May 20-21, 1996, Rochester, N.Y.
- "Police Facility Design and Technology for the Twenty-First Century," Authored and presented at the International Law Enforcement Delegation, People to People Program to Russia, Moscow, Nov. 6 through 11, 1993; St. Petersburg, Nov. 11 through 15, 1993.
- "Principles of an Airport Communications Center Building" Authored and presented the Airport Association Council International Information & Telecommunications Systems Convention, April 27, 1992, Los Angeles, CA.
- "Justice in the Next Millennium - The Basic Art and Emerging Trends" Panel Moderator October 14-16, 1999 at the AIA's Committee on Architecture for Justice, Los Angeles, CA.
- Design and Technical Exhibits IACP Convention, annually since 1982; and APCO, annually since 1991.

Selected Project Experience
- City of Fortuna, CA Police Facility, Preliminary Design
- Weber Area Dispatch, Ogden, UT 911 Center and EOC
- City of Ventura, CA Various Tenant Improvements
- County of Ventura, CA Moorpark Wastewater Treatment Plant Office/Lab
- Carpinteria, CA Fire Station #1
- Montecito, CA Fire Protection District Station #3
- Chino, CA Police Headquarters
- Santa Barbara, CA Police Headquarters
- Santa Barbara, CA Police Department 911 Temporary Relocation
- Williamson County, TX Emergency Services Operations Center
- Stockton, CA Police Dispatch Center
- La Mesa, CA Police Headquarters, Registered LEED Silver
- Beverly Hills, CA Police Department, 911, EOC and Jail Reconfiguration
- Fremont, CA Firing Range
- Los Angeles County, CA South Los Angeles Sheriff's Station
- Santa Clara, CA Emergency Dispatch Relocation
- El Cajon, CA Public Safety Center
- LESA, Tacoma, WA Communications and Public Safety Support Center
- San Leandro, CA Police Headquarters
- San Mateo, CA Police Headquarters, LEED Silver Certified
- La Mesa, CA Library and Post Office Building
- Los Banos Police Detention and EOC
- Pierce County/Tacoma, WA EOC
- Salinas, CA Police Facility Headquarters and Garage
- California State University Northridge Campus Police Facility
- Sacramento, CA 911 Center/DOC/Training Facility

Award Winning Project

MATHEW HUNTINGTON, LEED® AP

Vice President Design/Project Manager & Designer

Education
- Woodbury University, Bachelor of Architecture 1994

Registrations
- LEED Accredited Professional, 2009

Memberships
- American Institute of Architects, Associate Member

Awards, Achievements & Honors
- Woodbury University Design Award, 1993
- Selected to display work at 1994 AIA Convention
- AIA San Fernando Valley Design of Excellence Merit Award, CSUN Parking Garage, 2009

Years of Experience
22 years

Background and Skills

Mr. Huntington has been with LMA since 1995. His most recent projects include the design and project management for the Montecito Fire Protection District Station #3, The 109,000 sf Chino Police Headquarters, both the Santa Barbara Police Department 911 Temporary Relocation and the Ventura City Hall Remodel. He was the project manager for the La Mesa Police Headquarters, San Mateo Police Headquarters which has been LEED Silver Certified, Stockton Police Dispatch Center and the California State University Northridge Campus Police Facility. Mr. Huntington has been involved in the design and construction administration of more than 30 police facilities and 911 centers.

Selected Project Experience
- City of Fortuna, CA Police Facility, Preliminary Design
- Weber Area Dispatch, Ogden, UT 911 Center and EOC
- City of Ventura, CA Various Tenant Improvements
- County of Ventura, CA Moorpark Wastewater Treatment Plant Office/ Lab
- Montecito, CA Fire Protection District Station #3
- Chino, CA Police Headquarters
- Santa Barbara, CA Police Headquarters
- Santa Barbara, CA Police Department 911 Temporary Relocation
- Williamson County, TX Emergency Services Operations Center
- Stockton, CA Police Dispatch Center
- La Mesa, CA Police Headquarters, Registered LEED Silver
- Los Angeles County, CA South Los Angeles Sheriff's Station
- San Mateo, CA Police Headquarters, LEED Silver Certified
- La Mesa, CA Library and Post Office Building
- Ventura, CA City Hall
- Salinas, CA Police Facility Headquarters and Garage
- California State University Northridge Campus Police Facility
- Sacramento County Sheriff's 911 Call Operations Center and EOC
- California State University Northridge Parking Garage
- Moorpark, CA Ventura County Waterworks
- Long Beach, CA Police North Station
- Woodland, CA Police Facility, LEED Certified
- Galt, CA Police Facility and Public Works Yard
- Ventura, CA Police Station Remodel
- Ventura, CA Fire Stations #2, 3 and 4
- Oxnard, CA Police Headquarters Remodel
- Los Angeles County Board Hearing Room
- Simi Valley, CA Police Facility
- Middletown, CT Police Headquarters
- Oxnard, CA Fire Station #2, 3, 4, 5 and 6
- Downey, CA Police Station Renovation & Addition

Award Winning Project

Firm Profile

For over five decades, SWA has been recognized as one of the world's design leaders in the fields of landscape architecture, planning and urban design. Our projects have received over 800 awards and have been showcased in over 60 countries. Our principals are among the industry's most talented and experienced designers and planners. Emerging in 1959 as the West Coast office of Sasaki, Walker and Associates, the firm first assumed the SWA Group name in 1975.

Despite being one of the largest firms of its type in the world, SWA is organized into smaller studio-based offices that enhance creativity and client responsiveness. Over 75 percent of our work has historically come from repeat clients. In addition to bringing strong aesthetic, functional, and social design ideas to our projects, we're also committed to integrating principles of environmental sustainability. At the core of our work is a passion for imaginative, solution-oriented design that adds value to land, buildings, cities, regions, and to people's lives.

Landscape Architecture

For the planning and exterior design of client sites, we provide complete landscape architectural services, including site planning, concept design, schematic design, design development, construction documentation, and construction observation. We often provide our clients with continuing landscape design consultation after construction completion and can provide landscape management plans for their use.

Planning

For large-scale projects, we produce comprehensive land plans and master plans. Because our work is land-based, we're able to create plans that sensitively make the best use of terrain, landform, natural systems, landscape, and urban spaces, and integrate those elements with the required infrastructure, buildings, and other improvements. We apply these same skills to projects involving the use and restoration of natural systems.

Urban Design

For urban projects, we offer master planning, preparation of design guidelines, and full design services. These urban design and planning services can be applied to entire districts, as well as street systems, city blocks, public parks and plaza spaces, waterfronts, and the smallest of urban areas. We are skilled at addressing both the redevelopment of an urban area—including infill development and land use changes—as well as the design of new urban environments.

Elizabeth Shreeve, AICP

Principal

Education

Master of Landscape Architecture, 1983, Harvard Graduate School of Design
Bachelor of Arts cum Laude in Geology, 1978, Harvard College

Professional Affiliations

Member - American Planning Association
Society for College and University Planning (SCUP),
Urban Land Institute,
SPUR

Professional Activities

Urban Land Institute, Sustainable Development Council, Assistant Chair
ULI San Francisco, Technical Assistance and Building Healthy Places Committees
ASLA Conference Panelist on Energy-Producing Landscapes, 2012
Jury Member, Sparks International Design Competition, 2013
USGBC, GreenBuilding Conference Panelist, 2013
California Housing Conference Panelist, 2014

Awards of Note

2014 ASLA Northern California Chapter Honor Award, UC Davis West Village
2013 World Architecture News Urban Design Award, Guthrie Green Urban Park
2013 ULI Global Award of Excellence, UC Davis West Village Community
2013 Northern California Chapter ASLA, Honor Award, Guthrie Green and Brady Arts District Streetscape
2006 Firm of the Year Award, ASLA
American Planning Association of California, Advocacy Planning Award, Marin City Redevelopment

Selected Project Experience

- 41st Street Plaza, Tulsa, Oklahoma
- Angwin Ecovillage, Angwin, California
- Bionic Hill Innovation Techno-Park Master Plan, Kyiv, Ukraine
- Brady Arts District Streetscape and ONEOK Ballpark, Tulsa, Oklahoma
- The Cannery, Davis, California
- CEMEX Davenport Property, Santa Cruz County, California
- Guthrie Green Park and Brady Arts District Urban Design Plan, Tulsa, Oklahoma
- Jackson-Taylor Redevelopment Study, San Jose, California
- Mare Island Development Plan, Vallejo, California
- Marin City Redevelopment, Marin City, California
- Nanchang Greenland Central Plaza, Nanchang, China
- Shanghai Dance Center, Shanghai, China
- Solano County Fairgrounds Visioning and Specific Plan, Vallejo, California
- Sonoma State University, Green Music Center, Rohnert Park, California
- Stanford University Campus Planning and Projects, Stanford, California
- UC Davis West Village (Zero Net Energy Community), Davis, California
- West Las Vegas Development Strategy, Las Vegas, Nevada

Cinda Gilliland

Principal, Sausalito

Education

Master of Landscape Architecture, 1992, University of Virginia
Perennials and Annuals classes, 1988, New York Botanical Garden School
Bachelor of Arts, 1977, Stanford University

Registration/Accreditation

Registered Landscape Architect: California
LEED AP, 2006
SEED 2012

Professional Activities

CCASLA | AIACC Urban Design Awards Jury 2014
Sherwood Institute's Innovations in Urban Infrastructure Forum, Panel Moderator, 2014
AIA Panels: Expanding Your Metier and Natural Selection, 2013 and 2014
Design Access Summit, 2012-2014
Social Impact Design Initiative, SWA, 2012-present

Selected Awards

WAN Awards: Glass in Architecture, Apple Store, Stanford Shopping Center, 2014
AIA, San Francisco Chapter, Merit Award - Architecture, Apple Store, Stanford, 2014
ASLA Northern California Chapter Honor Award, UC Davis West Village, 2014
ULI Global Award for Excellence, UC Davis West Village, 2013
Northern California Chapter ASLA, Merit Award - Analysis, Research, Planning and Communication, Alemaya Organic Farm Master Plan (Capay Valley Farm), 2013
Northern California Chapter ASLA, Honor Award, Buchanan Field, 2006
The Chicago Athenaeum Museum of Architecture and Design, American Architecture Award, Milpitas City Hall, 2004
AIA San Francisco, Excellence in Design Award (Best of the Bay), Milpitas City Hall, 2003
NAHB / National Council of Senior Housing - Gold Achievement Award, Rotary Valley Senior Housing, 1999
American Planning Association of California (CCAPA) Advocacy Planning Award, Marin City Redevelopment, 1998

Selected Project Experience

- BART TOD, Oakland, El Cerrito, and Daly City, California
- Bishop Ranch City Center, San Ramon, California
- Buchanan Field, Contra Costa County, California
- Eastside San Ramon Specific Plan, San Ramon, California
- Golden Gate Fields Master Plan, Albany, California
- Marcey Housing, Brooklyn, New York
- Mare Island Studios, Vallejo, California
- Marin City Redevelopment, Marin City, California
- Menlo Park Redevelopment Projects, Menlo Park, California
- Milpitas City Hall, Milpitas, California
- Paradise Beach County Park, Tiburon, California
- Phoenix Civic Center Plaza, Phoenix, Arizona
- Rancho San Ramon Community Park, San Ramon, California
- River Islands Vega Park & Sunset Point, Lathrop, California
- Rotary Valley Senior Housing, Marin County, California
- Rubicon Programs Courtyard, Richmond, California
- San Ramon City Hall, San Ramon, California
- Shen Changcheng Center, Nanshan District, Shenzhen, China
- Stockton Preserve, One Planet Living, Stockton, California
- UC Davis West Village Implementation Plan, Davis, California
- Varthur Residences, Bangalore, India
- William J. Carroll (WJC) Government Center, Vacaville, California

PROJECT UNDERSTANDING

The existing Newark Civic Center includes the City Administration Building, Council Chambers, Police Department, and a branch of the Alameda County Library. The buildings have all served the community well, but are outdated, obsolete, and showing signs of significant wear and tear. A new Newark Civic Center is needed not just to meet the functional needs of City departments, but also to create a new magnet for community life. In addition to housing City departments, the City wishes to explore the potential for shared space with partners such as the Newark Unified School District and/or the Ohlone Community College District.

The purpose of this Newark Civic Center Feasibility Study is to develop a clear vision and implementable plan for innovative, functional, and sustainable civic facilities that support high quality public service, vibrant spaces, and effective partnerships for the community's future.

PROJECT APPROACH

The foundation of our project approach is the Project Management Team (PMT), including the City's project manager, other key City staff, and the Group 4 project team. We will meet with the PMT approximately bi-weekly to monitor progress and keep the project moving forward efficiently.

We are proposing three structured, interactive workshops with a Project Planning Group (PPG) composed of City staff and representatives from potential partner agencies. These workshops at key project milestones will confirm information and solicit feedback on concepts, options, strategies, and recommendations.

We are proposing a community meeting to get input on programs, sites, and preliminary cost information. We will plan the details of the community meeting with the PMT in order to maximize participation and impact.

We are proposing two points of contact with City Council: a study session after the second PPG workshop to solicit input about the preferred alternative, and a presentation of the draft recommendations at the end of the project. We will work with the PMT to evaluate whether similar check-ins/presentations to the boards of partner agencies may be appropriate.

PROPOSED WORK PLAN

We have developed a draft work plan based on our understanding of the Newark Civic Center Feasibility Study project and our experience working with other communities on similar projects. Due to page limits established in the RFQ, our proposed work plan and timeline are consolidated on the following page. We look forward to working with the City to refine our proposal to meet your needs.

"More than a place to do the City's business, the Civic Center will be a source of pride and community identification. It will include a safe, efficient, customer-friendly office space for City administrative functions. Along with a police station and emergency dispatch center, the Civic Center will serve as a multi-function event space, Council Chambers, and a world class library, resulting in a place for lifelong enrichment."
— Newark Civic Center Feasibility Study RFQ

NEWARK CIVIC CENTER FEASIBILITY STUDY

DRAFT PROJECT SCHEDULE

JUNE | JULY | AUGUST | SEPTEMBER | OCTOBER | NOVEMBER | DECEMBER

NTP

TASK 1: PROGRAM OF USES

- Identify uses to be included in the feasibility study
  - *Council Chambers, conference room, and support spaces*
  - *City Hall departments*
  - *Partner agencies (Alameda County Library, Newark USD)*
  - *Campus wide parking and employee support*
- Establish project controls
  - *Project work plan, schedule, directory, and protocols*
- Develop and distribute department/staff needs surveys
- Identify comparable communities

TASK 2: SPACE NEEDS ASSESSMENT

- Department head/partner agency planning lead interviews (Newark USD and Alameda County Library)
- Collect/analyze department/staff needs surveys
- Draft programs
  - *Operational efficiency and shared use strategies*
  - *Current and projected space and site program needs*
- Summary of comparable communities
- Review/confirm recommendations with department heads
  - *Program, space, and adjacency recommendations*

TASK 3: SITE IDENTIFICATION AND ANALYSIS

- Identify up to 4 potential sites for analysis and evaluation
- Develop analysis and evaluations of proposed sites
  - *Planning, zoning, community access, adjacencies, visibility, synergistic relationships, site capacity*
  - *Existing uses and potential alternate locations*
  - *Funding sources and potential site constraints*
- Develop conceptual site diagrams
  - *Site plan, massing, and program diagrams*
  - *Preliminary phasing and project cost models*
- Develop site selection criteria and evaluation matrix
- Evaluate sites

TASK 4: CONCEPTUAL SITE PLAN, BUILDING DIAGRAMS, AND MASSING STRATEGIES

- Develop selected site strategy to include:
  - *Options for parking, building footprint, site circulation, and exterior community spaces*
  - *Options for building diagram and massing*
  - *Refined phasing plans*
  - *Refined cost models*
- Refine evaluation criteria
- Select preferred option

TASK 5: PROJECT COST MODEL AND SCHEDULE

- Develop comprehensive project cost model and schedule with:
  - *Hard costs: demolition, construction, FF&E, estimating contingencies, contractor overhead and profit*
  - *Soft costs: design/engineering fees, construction management, testing, permits*
  - *Allowances: moving, temporary facilities*
- Develop implementation plan and escalation factor based on the anticipated funding strategy and timeline

TASK 6: ASSESSMENT OF FUNDING SOURCES

- Develop analysis of potential funding strategies for the recommended projects based on the cost model
  - *Value of the underlying real estate of the existing Civic Center site*
  - *Estimates of potential development impact fee revenue*
  - *Estimates of revenue from facility rentals*
  - *Capitalized cost savings from lower operating and maintenance costs*
  - *Private partnerships*
  - *Debt structure and security type, both taxable and tax-exempt: (e.g., lease revenue bonds, COPs, GO bonds, Mello-Roos/ assessment district bonds, sales tax revenue bonds, water/wastewater revenue bonds, tax increment bonds)*

TASK 7: RECOMMENDATIONS AND ACTION PLAN

- Draft action/implementation plan
- Review implementation plan with partner agencies (NUSD and Alameda County Library)
- Refine implementation plan

TASK 8: FINAL REPORT

- Draft/final report
- Presention to the City Council for approval and action

Project Management Team (PMT)

Workshops and Meetings

1 Planning Group Workshop

Community meeting

2 Planning Group Workshop

Council study session

3 Planning Group Workshop

Council Presentation

REFERENCES

Selected Group 4 references are listed in this section. Additional references are available upon request.

SOUTH SAN FRANCISCO PUBLIC FACILITIES FEASIBILITY STUDY (2014-2015)

- *Jim Steele, Finance Director, City of South San Francisco*
  400 Grand Avenue, South San Francisco CA 94080
  (650) 877-8505

The City of South San Francisco's City Council has identified its Police and Library departments as top priorities for improved facilities. The City hired Group 4 to look holistically at the needs of Police, Library, Parks and Recreation, Fire, and City IT in order to develop a comprehensive solution. Group 4 developed four options for City consideration. The City Council and department heads agreed on a preferred development strategy that will accommodate the needs of all departments.

The recommendation creates a new civic destination with a joint library and recreation center on a high-profile site adjacent to a high-density housing development. A joint police, fire and IT facility will be redeveloped on half of the site of the existing police station, with the remaining half of the property available for future public or private development. The City is currently developing funding strategies for the project, which is budgeted at $140 million.

Group 4 key personnel: Dawn Merkes

PACIFICA LIBRARY AND COUNCIL CHAMBERS (2013-2014)

- *Lorie Tinfow, City Manager, City of Pacifica*
  170 Santa Maria Avenue, Pacifica CA 94044
  (650) 359-6038

Group 4 worked with the City of Pacifica and the San Mateo County Library to develop a conceptual design for a $32 million new branch library and city council chambers at the heart of a proposed new downtown mixed-use development. The new 30,000 square foot library will replace the City's two separate, smaller branches in a more central and accessible location. The large multipurpose program space will serve as the city's new council chambers. The program and design for the new library grew out of a highly participatory process that engaged stakeholders and the community at multiple milestones. Group 4 also developed a cost model, graphics, and information in support of a community-based capital campaign that will include a public ballot measure as well as private fundraising.

Group 4 key personnel: Dawn Merkes

MENLO PARK CITY HALL (2013-)

- *Ruben Niño, Assistant Public Works Director, City of Menlo Park*
  701 Laurel Street, Menlo Park CA 94025
  (650) 330-6740

In the early 1990s, Menlo Park's previous police facility specialist architect had proposed a new building far beyond the City's financial resources. With creative planning, Group 4 was able to provide a state-of-the-art police station, city offices, and council chambers for a fraction of the cost of the proposed new police facility. Group 4 conducted a feasibility analysis of various options, and concluded that the most cost-effective solution would be to expand the existing City Hall in a phased process to allow City staff to remain in the building during construction.

Now, after 20 years of growth and change in services and staffing, the City hired Group 4 to update its City Hall space needs and space plan. Group 4 is working with City staff to design a cost-effective solution to meet operational needs. Project budget is TBD.

Group 4 key personnel: Dawn Merkes, Andrea Gifford

SAN RAFAEL ESSENTIAL FACILITIES STRATEGIC PLAN (2002-2003, 2008)

- *Richard Landis, Public Works Administrative Supervisor*
  City of San Rafael
  111 Morphew Street, San Rafael CA 94901
  (415) 485-3354

Group 4 was hired by the City of San Rafael to analyze essential public facilities including San Rafael's City Hall, six fire stations, the police station, and two community centers designated for use as emergency operations centers. Based on an assessment of seismic, space, and operational needs, strategies were developed to modernize and expand the City's essential facilities to meet San Rafael's needs for 20 years. For the Police Department, Group 4 developed strategies to bring all divisions, some of which currently occupy leased space, under a single roof. Group 4 also developed a "standard" fire station building program for use as a baseline for analysis and planning of Fire Department facilities. Preferred strategies included the development of a joint public safety facility in downtown San Rafael to house both the Police and Fire Departments. Project budget is TBD.

Group 4 key personnel: Dawn Merkes, Jill Eyres

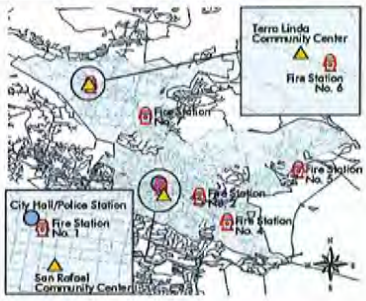
VARIOUS PROJECTS

- *Tom Sinclair, Principal, Municipal Resource Group*
  PO Box 4882, Auburn CA 95604
  (530) 878-9100

Group 4 has worked with Municipal Resource Group on a variety of planning projects for civic facilities, including:

- Mountain House Town Hall (2007-2008)
- Manteca Long-Range Civic Facilities Master Plan (2008-2009)
- Shasta Lake Civic Center Master Plan (2008-2009)

Group 4 key personnel: Jill Eyres, David Schnee



GROUP 4 RATES

Group 4's 2015 billing rates are as set forth below. Rates are subject to annual review and adjustment each January.

- *Principal-in-Charge* — *$200 per hour*
- *Principal* — *$190 per hour*
- *Associate* — *$170 per hour*
- *Project Manager/Sr. PM* — *$150-$160 per hour*
- *Project Manager* — *$150 per hour*
- *Architect I-III* — *$125-$145 per hour*
- *Intern I-III* — *$95-$115 per hour*
- *Project Support* — *$85 per hour*

Consultants to Group 4 are billable at 1.10 times direct cost. Reimbursable expenses related to the project, whether for in-house, consultant, or client use, are billable in addition to professional fees at a rate of 1.10 times direct cost.

RIT Global Village and Plaza
SWA Group

SUBCONSULTANT RATES

PUBLIC FINANCIAL MANAGEMENT

- *Sarah Hollenbeck* — *$350 per hour*

TBD CONSULTING

- *Gary Holland* — *$165 per hour*

UC Davis West Village
SWA Group

LEACH MOUNCE

- *Principal-in-Charge* — *$190 per hour*
- *Project Manager/Project Architect* — *$160 per hour*
- *Professional (Specs, Designer, etc.)* — *$130 per hour*
- *Technical I-III* — *$75-$100 per hour*

SWA GROUP

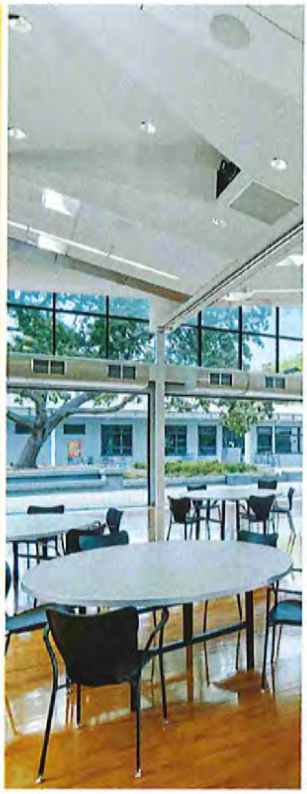
- *Shreeve/Gilliland* — *$235per hour*
- *Associates* — *$110-$140 per hour*
- *Staff* — *$70-$125 per hour*

Burj Khalifa Tower Park
SWA Group

GROUP 4

ARCHITECTURE
RESEARCH +
PLANNING, INC

211 LINDEN AVENUE
SO. SAN FRANCISCO
CA 94080 USA
T: 650.871.0709
F: 650.871.7911



P2015-734