

6-17-25 DRAFT

**PROFESSIONAL SERVICES AGREEMENT
for the
Centennial Restoration of the Harrison Memorial Library**

This Professional Services Agreement for the Centennial Restoration of Harrison Memorial Library ("Agreement") is entered into by and between the City of Carmel-By-The-Sea, a municipal corporation, (hereinafter "City"), and Moore Ruble Yudell (hereinafter "Consultant"), collectively referred to herein as the "Parties". This Agreement shall be effective on the date the Agreement has been signed by all Parties ("Effective Date").

WHEREAS, the City is the owner of the Harrison Memorial Library ("Library"); and

WHEREAS, the City has entered into an agreement with the Carmel-by-the-Sea Public Library Foundation ("Foundation"), a California Nonprofit Corporation, which provides that the Foundation will fundraise to support the restoration and rehabilitation of the Library (the "Foundation Agreement"); and

WHEREAS, the agreement between the City and the Foundation provides that the City and the Foundation shall both have approval rights in connection with those aspects of the Project (as defined in Section 1.A. below) which approval rights include, without limitation, approval over the project design, changes in project design, the terms, covenants and conditions of this Agreement, the estimate of probable cost of construction to be obtained by the Consultant, phases for construction work if found feasible by the Consultant, the convening of community engagement meetings during Phase One of the Consultant's services, final design and schematics, the Consultant's deliverables throughout each phase of the Project, planning and permit applications and submittals to the City's Community Planning and Building Department, the Historic Resources Board, the Planning Commission and the City Council, any modifications to City applications and submittals, communications and public relation protocols, the Project schedule for Consultant services, and as elsewhere provided in this Agreement and the Foundation Agreement; and

WHEREAS, the City wishes to engage Consultant to perform the services required by this Agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions; and

WHEREAS, Consultant represents that it is trained, experienced and competent and holds the necessary licenses and certifications, through its own forces or the use of approved subconsultants, to perform the services required by this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties hereby covenant and agree as follows:

1. SERVICES

- A. **Scope of Services.** Consultant agrees to provide to the City, as the scope of services ("Scope of Services") under this Agreement, the following: Architectural Services relating to the Centennial Restoration of the Harrison Memorial Library ("Project"). The Scope of Services will include concept and program validation, schematic design, design development, construction documents and permit support, construction bid support, construction observation, the Architect's Certificate for Payment (as defined below), post-occupancy review and addressing matters relating to seismic, accessibility, technology and systems upgrades and is described in the Consultant Proposal which is attached hereto as Exhibit "A" and is hereby incorporated by this reference and the preparation of the estimates of probable cost of construction as described in Section 2.G of this Agreement .

The Scope of Services under this Agreement shall include, but is not limited to, a project description, project phases, task descriptions, identification of key personnel, identification of subconsultants, their key personnel and general description of services that will be performed, as further set forth in this Agreement and attachments hereto. Consultant agrees to all of the following:

- i. Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary to perform the services required of Consultant under this Agreement.
- ii. Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in the Proposal attached as Exhibit "A" as set forth in the letter from Buzz Yudell to the City dated November 1, 2024.
- iii. Consultant must make every reasonable effort to maintain the stability and continuity of Consultant's key personnel and subcontractors, if any, listed in Exhibit A to perform the services required under this Agreement. Consultant must notify City and obtain City's written approval with respect of any changes in key personnel prior to the performance of any services by replacement personnel.
- iv. Consultant must obtain City's prior written approval before utilizing any subcontractors to perform any services under this Agreement. This written approval must include the identity of the subcontractor and the terms of compensation.
- v. Consultant represents that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant must employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

- vi. City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. Acceptance of any of Consultant's work by City will not constitute a waiver of any of the provisions of this Agreement.
- vii. The Consultant must maintain its work on site, if any, in a safe condition, free of hazards to persons and property resulting from its operations.

B. Change Orders.

- i. Agreements and Change Orders exceeding Fifty-Nine Thousand Nine Hundred and Ninety-Nine Dollars (\$59,999.00) require City Council approval to be valid.
- ii. The City and the Foundation may order changes to the Scope of Services described in Section 1 A, Consultant's Proposal (Exhibit "A"), Cost Proposal (Exhibit "B") and the Supplemental and Optional Services listed in Exhibit "C" after execution of this Agreement without invalidating this Agreement., consisting of additions, deletions, or other revisions including but not limited to those Additional Services set forth below, and the compensation to be paid Consultant and schedule will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and City. The cost or credit to City resulting from changes in the services will be determined by the written agreement between the parties. However, any increase in compensation beyond the Fixed Fee approved by the City Council must be authorized in advance by the City Council and the Foundation and any service provided by Consultant in the absence of such approval are at Consultant's sole risk.
- iii. Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Scope of Services or otherwise required by this Agreement, unless such additional services are authorized in advance and in writing by City and the Foundation.
- iv. If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the City Project Manager and Foundation Representative with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.
- v. Additional Services include but are not limited to the following:
 - a. Additional Services necessitated by a material change in the information set forth in the City's Request for Proposal, Section 1 A, Consultant's Proposal (Exhibit "A"), Cost Proposal (Exhibit "B") and the Supplemental and Optional Services listed in Exhibit "C," previous instructions or approvals given by the City and Foundation, or a material change in the Project including change in size, quality, complexity, or the Project schedule;
 - b. Additional Services necessitated by an extension of time to complete a phase of work set forth in the Proposal, when not caused by the Consultant or Subconsultants;
 - c. Additional Services not included in the Scope of Services requested by City and Foundation while the Project is between phases;

- d. Additional Services necessitated by the enactment or revision of codes, laws, or regulations, or by official reinterpretations thereof, including changing or editing previously prepared and approved Project documents;
- e. Additional Services necessitated by failure of the City and Foundation to provide Consultant with a Material Decision (as said term is hereinafter defined) within a reasonable amount of time after the request of the Consultant. The term Material Decision shall be a response from the City and Foundation to a question from the Consultant regarding a material design issue that requires a decision from the City and Foundation before the Consultant can proceed with services provided pursuant to this Agreement.
- vi. Consultant understands that there may be planned pauses between the phases of work. A pause or suspension of work between phases that extends beyond 12 months shall entitle the Consultant to a mutually agreeable and equitable adjustment in the remaining compensation and schedule, or termination according to the terms of Article 14 D, at the sole election of Consultant.

C. Familiarity with Services and Site.

- i. By executing this Agreement, Consultant represents that Consultant:
 - a. has thoroughly investigated and considered the Scope of Services to be performed;
 - b. has carefully considered how the services should be performed;
 - c. understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement; and
 - d. possesses the licenses required under local, state or federal law to perform the services contemplated by this Agreement, through its own forces or the use of approved subconsultants, and will maintain the required licenses during the performance of this Agreement.
- ii. If services involve work upon any site, Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing its services. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform City of such fact and will not proceed except at Consultant's own risk until written instructions are received from City.

2. COMPENSATION

- A. **Total Fee.** Subject to any limitations set forth in this Agreement, and as described in Consultant's Cost Proposal attached as Exhibit B, the City agrees to pay and Consultant agrees to accept as full and fair consideration for the performance of this Agreement, a fixed fee (the "Fixed Fee"), which Fixed Fee shall include all fees of the Consultant and approved subconsultants. The Fixed Fee for each of the Phases will not exceed the Total Amount for Phase One (\$515,627), for Phase Two (\$1,081,492) and for Phase Three (\$630,014).

The Fixed Fee for each of the Three Phases of the Project are as follows.

Phase One: Cost for Schematics/Conceptual Design and Community Engagement:

SERVICES	CONCEPT	SCHEMATIC	Total
Basic	\$173,258	\$258,379	\$431,637
Specialty (w/ Allowances)	\$ 25,520	\$ 58,470	\$ 83,990
TOTAL	\$198,778	\$316,849	\$515,627

Phase Two: Design Development, Engineering and Construction Drawings/Documents and specifications; estimate of probable cost of construction.

SERVICES	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS	Total
Basic	\$348,237	\$544,635	\$892,872
Specialty (w/ Allowances)	\$ 75,069	\$113,551	\$188,620
TOTAL	\$423,306	\$658,186	\$1,081,492

Phase Three: Support and consultation during construction.

SERVICES	BID SUPPORT	CONSTRUCTION OBSERVATION	Total
Basic	\$87,610	\$468,910	\$556,520
Specialty	\$12,411	\$ 61,083	\$73,494
TOTAL	\$100,021	\$529,993	\$630,014

The “Fixed Fee” under this Agreement includes, but is not limited to, fees for each phase and task, total fee, hourly rates and subconsultant mark-up rates. The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the Fixed Fee. Notwithstanding the foregoing, Consultant shall recommend a subconsultant to prepare a Historical Structures Report, the cost of which shall not be included in the Fixed Fee. The selection of the subconsultant to prepare the Historical Structures Report and the cost thereof shall be subject to the approval of the City and the Foundation.

The total Fixed Fee for each Phase of the Project is as follows:

Phase One: \$515,627

Phase Two: \$1,081,492

Phase Three: \$630,014

In addition to the Fixed Fee set forth above, the Consultant shall be entitled to compensation for those Supplemental and Optional Services pre-approved in Exhibit C, and approved in writing by the City and Foundation in the amounts set forth in Exhibit “C” attached hereto.

During the construction observation phase of the Project, the Consultant shall review and certify the amounts due the Contractor and shall issue certificates in such amounts (the “Architect’s

Certificate for Payment”). The Architect’s Certificate for Payment shall be provided to the City Project Manager and the Foundation Representative as designated in Section 5 of this agreement and shall, when made, constitute a representation to the City and the Foundation, based on the Consultant’s evaluation of the construction work and on the data comprising the Contractor’s Application for Payment, that, to the best of the Consultant’s knowledge, information and belief, the construction work has progressed to the point indicated, the quality of the construction work is in accordance with the contract documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the construction work for conformance with the contract documents upon substantial completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the contract documents prior to completion, and (4) specific qualifications expressed by the Architect.

The issuance of an Architect’s Certificate for Payment shall not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid to the Contractor.

The fee payable to the Consultant for the work associated with providing the Architect’s Certificate for Payment shall be \$4,750 per each Architect’s Certificate for Payment. When payment applications occur out of sequence with a normally scheduled site visit (either the 10 included in Consultant’s Proposal or others subsequently authorized by Owner pursuant to Exhibit C) Consultant will certify payment applications without an additional or special site visit. Additional information, if any, required for certification will be coordinated with and provided by the City and/or Foundation’s representative via photographs, on-site video calls with the Consultant, or similar methods of communication as appropriate for the information required.

Reimbursable expenses as described in Exhibit B, Consultant’s Cost Proposal, are not included in the Fixed Fee and will be invoiced monthly.

Payment of any compensation to Consultant is contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If the City determines that the Services set forth in the written invoice have not been performed in accordance with the terms of this Agreement, the City is not responsible for payment until the Services have been satisfactorily performed.

The funding for this Project will be provided by the Foundation with fund raising on a best efforts basis. The Foundation is a third party beneficiary of the Agreement. Consultant and City shall obtain the Foundation’s approval in connection with the matters specifically enumerated in Sections 1.A.iv (prior written approval before utilizing any subcontractors to perform any services under this Agreement), 1.B.ii (changes to the Scope of Services, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant), 4.B (Substitution of Employees and Subconsultants), 7.E.ix (right to terminate in the event Consultant does not maintain required insurance) 14.A (Termination for Cause or Default) and 14.B. (Termination for Convenience).

The Consultant understands and agrees that the Services for each Phase will not commence until the City has provided Consultant with a written notice to proceed for each Phase. There is no assurance that the City will issue any notices to proceed to the Consultant to commence Services for any of the Phases. There may be breaks in time between the Services for each Phase. Consultant shall not be entitled to additional compensation due to the breaks in time between Phases.

- B. **Invoicing.** Consultant must submit to the City monthly written invoices to the City's Project Manager and the Foundation Representative, identified in Section 5 below. Invoices must be prepared in a form satisfactory to the City, describing the services rendered and associated costs for the period covered by the invoice. The City will provide invoicing format upon request. Consultant may not bill the City for duplicate services performed by more than one person. Consultant's invoices must include, but are not limited to, the following information:
- i. Project Title, the City's Purchase Order number and City's Project Code(s) for each project;
 - ii. Invoice number and date;
 - iii. A brief description of services performed for each project phase and/or task relating to the Project;
 - iv. The budgeted amount for each phase, task and item, including the total amount, with the same for approved Change Orders, if any;
 - v. Amount invoiced to date divided by the agreed total compensation, expressed as a percentage, with the same for approved Change Orders, if any;
 - vi. The amount earned and invoiced to date for each phase, task and/or item, including the total amount, with the same for approved Change Orders, if any;
 - vii. The amount previously invoiced for each phase, task and/or item, including the total amount, with the same for approved Change Orders, if any;
 - viii. The amount due for the period covered by this invoice for each phase, task, and/or item, including the total amount, with the same for approved Change Orders, if any;
 - ix. For time and materials authorizations, the number of hours spent by whom and their hourly rate for each phase, task and/or item, including the total amount;
 - x. The costs incurred, including reimbursables, for each phase, task, and/or item for the agreed total compensation and approved Change Orders, if any, along with a brief description of those costs;
 - xi. The total amount due for the period covered by this invoice, including subconsultants and vendors of services or goods;
 - xii. Copies of subconsultant, vendor, and reimbursable invoices including hourly breakdowns when requested by City.

Any such invoices must be in full accord with any and all applicable provisions of this Agreement. Consultant must submit invoices to the City Project Manager and the Foundation Representative on or before the sixteenth (16th) day of each month for services performed in the preceding month.

The City Finance Manager will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid.

Except as to any charges for work performed or expenses incurred by Consultant that are disputed by City, the City will pay on each such invoice within forty (40) days of receipt; provided, however, that Consultant submits an invoice which is not incorrect, incomplete, or not in accord with the provisions of this Agreement. If any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission, and the City will not be obligated to process any payment to Consultant until forty (40) days after a correct and complying invoice has been submitted by Consultant. Payment to Consultant for services performed under this Agreement may not be deemed to waive any defects in the services performed by Consultant, even if such defects were known to City at the time of payment. City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found to be non-conforming to the terms of this Agreement.

The City is not obligated to pay Consultant a greater percentage of the Fixed Fee than the applicable percentage of services completed as of the invoice date.

Consultant agrees to remit and is responsible for all withholding taxes, income taxes, unemployment insurance deductions, and any other deductions required by applicable federal, state or local laws and regulations for Consultant, its employees, subconsultants and vendors of services or goods.

- C. **Adjustment to Fixed Fee.** The City, with the approval of the Foundation, may increase or decrease the Fixed Fee by issuing a Change Order to the Agreement in accordance with Section 1.B "Change Orders" above. Should Consultant consider that any request or instruction from the City's Project Manager and the Foundation Representative constitutes a change in the scope of services, Consultant will advise the City's Project Manager and the Foundation Representative, in writing, within fourteen (14) calendar days of such request or instruction. Without said written advice within the time period specified, the City is not obligated to make any payment of additional compensation to Consultant.
- D. **Audit and Examination of Accounts:**
 - i. Consultant must keep and will cause any assignee or subconsultant under this Agreement to keep accurate books of records and accounts, in accordance with sound accounting principles, which pertain to services to be performed under this Agreement.
 - ii. Any audit conducted of books of records and accounts must be kept in accordance with generally accepted professional standards and guidelines for auditing.

- iii. Consultant must disclose and make available any and all information, reports, books of records or accounts pertaining to this Agreement to the City and any city of the County of Monterey, or other federal, state, regional or governmental agency which provides funding for these Services.
- iv. Consultant must include the requirements of Section 2F, "Audit and Examination of Accounts," in all contracts with assignees or subconsultants under this Agreement.
- v. All records provided for in this Section are to be maintained and made available throughout the performance of this Agreement and for a period of not less than four (4) years after full completion of the Services. All records, which pertain to actual disputes, litigation, appeals or claims, must be maintained and made available for a period of not less than four (4) years after final resolution of such disputes, litigation, appeals or claims.

E. After completion of Design Development, Engineering and Construction Drawings/Documents and specifications portion of the Services for Phase Two, the Consultant agrees to provide the City and the Foundation with the following which shall be included in the Scope of Services for Phase Two:

- i. An estimate by a cost estimating consultant or quantity surveyor for the probable cost of construction of the Project
- ii. If reasonably feasible, a description of Phases for the Construction of the Project ("Construction Phases") Each of the Construction Phases must be discreet work meaning that if the work on a Phase is completed that the Library will be fully functional even if later Phases are not constructed due to lack of funding or other causes. If the Consultant does provide the City with a description of Construction Phases, then the Consultant shall provide the City with an estimate for the probable cost of construction of each Construction Phase.

F. Payment for all Additional Services and other Change Orders authorized in writing by the City and Foundation, including payment for authorized on-call, as-needed services, will be made by the City to Consultant in accordance with the various hourly rates as set forth in the Consultant's Cost Proposal (Exhibit "B"), in a fixed amount or as otherwise agreed upon by the City, Foundation and Consultant.

3. AGREEMENT TERM

- A. **Term**. The work under this Agreement for each Phase will commence within 30 calendar days of the Consultant receiving a Notice to Proceed by the City and the Foundation Representative and must be completed by within the Project Timeline and Schedule set forth in paragraph 3.C below, unless sooner terminated or the City and the Foundation grant an extension of time in writing pursuant to the terms of this Agreement, except for provisions in this Agreement that will survive the termination or completion of this Agreement. Consultant will perform Change Order services as set out in Section 1.B, "Amendment of Services (Change Orders)," in a timely manner or in accordance with the Change Order Project Schedule as agreed upon by the Consultant, the Foundation and the City.
- B. **Timely Work**. Consultant will perform all Services in a timely fashion, as set forth more specifically in Section 3.A, "Term," and Section 3.C, "Project Schedule," of this Agreement. Failure to perform is deemed a material breach of this Agreement, and the City may terminate

this Agreement with no further liability hereunder, or may authorize, in writing, an extension of time to the Agreement.

- C. **Project Schedule.** Services must be completed by Consultant in accordance with the Project Schedule set forth in Exhibit “B” at page 4 (“Timeline Phase Renovation”). The parties may, from time to time, by Change Order, alter the Project Schedule. Consultant will provide the Services pursuant to the Project Schedule or any applicable Project Schedule Change Order. If at any time Consultant discovers that the Project Schedule cannot be met, Consultant must promptly notify the City in writing and provide a revised Project Schedule for review and consideration by City and Foundation.
- D. **Notice to Proceed.** Upon execution of this Agreement by both parties and the receipt of all documentation required by this Agreement to be provided by Consultant to the City, including proof of insurance and tax identification numbers, the City Project Manager and Foundation Representative will issue a written Notice to Proceed to the Consultant depending on funds being available to the City by the Foundation to commence a Phase. The City Project Manager and Foundation Representative may, in their collective discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant will diligently proceed with the Services authorized and complete those Services within the agreed time specified in the Project Schedule. Consultant will not proceed with any of the Services on any Phase unless they have received a Notice to Proceed from the City Project Manager and Foundation Representative.

4. CONSULTANT’S EMPLOYEES AND SUBCONSULTANTS

- A. **Listed Employees and Subconsultants.** Consultant will perform the Services using the key employees of Consultant listed in the November 1, 2024 cover letter in Exhibit A and subconsultants listed in Exhibit “B”.
- B. **Substitution of Employees or Subconsultants:**
 - i. Consultant may not substitute any key employee of Consultant listed in the November 1, 2024 cover letter in Exhibit A or subconsultant listed in Exhibit “B” without the prior written approval of the City, and such approval will not be unreasonably withheld. The City will not approve removal or substitution of employees or subconsultants for the reason that Consultant or its affiliates has called on such individuals to perform services for another client of the Consultant.
 - ii. If, at any time, the City reasonably objects to the performance, experience, qualifications or suitability of any of Consultant’s employees or subconsultants, then Consultant may, upon written request from the City, replace such employee or subconsultant. Consultant must, subject to scheduling and staffing considerations, make reasonable efforts to replace the individual with an individual of similar competency and experience.
 - iii. Whether or not the City consents to, or requests a substitution of any employee or subconsultant of Consultant, the City will not be liable to pay additional compensation to Consultant for any replacement or substitution.

- C. **Sub-agreements with Subconsultants.** Consultant will incorporate the terms and conditions of this Agreement into all sub-agreements with subconsultants in respect of the Services necessary to preserve all rights of the City under this Agreement. As it relates to the services provided in connection with Project, Consultant shall be fully responsible to the City for all acts and omissions of subconsultants and of the person(s) employed by any subconsultant.
- D. **Not an Agent of the City.** Nothing in this Agreement will be interpreted to render the City the agent, employer, or partner of Consultant, or the employer of anyone working for or subcontracted by Consultant, and Consultant must not do anything that would result in anyone working for or subcontracted by Consultant being considered an employee of the City. Consultant is not, and must not claim to be, an agent of the City.
- E. **Independent Contractor:**
- i. Consultant is an independent contractor. This Agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The City may not control or direct the details, means, methods or processes by which Consultant performs the Services. Consultant is responsible for performance of the Services and may not delegate or assign any Services to any other person except as provided for in this Agreement. Consultant is solely liable for the work quality and conditions of any partners, employees and subconsultants.
 - ii. No offer or obligation of permanent employment with the City or particular City department or agency is intended in any manner, and Consultant may not become entitled by virtue of this Agreement to receive from the City any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Consultant will be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Consultant's performance of Services under this Agreement. Consultant will defend, indemnify and hold the City harmless from any and all liability, which the City may incur because of Consultant's failure to pay such taxes.

5. REPRESENTATIVES AND COMMUNICATIONS

- A. **City's Project Manager.** The City appoints the individual named below as the City's Project Manager for the purposes of this Agreement ("City's Project Manager "). The City may unilaterally change its Project Manager upon notice to Consultant.

Name: TO BE PROVIDED _____
 Title: _____
 Address: _____
 Telephone: _____
 Email: _____

- B. **Consultant's Project Manager.** Consultant appoints the person named below as its Project Manager for the purposes of this Agreement ("Consultant's Project Manager").

Name: TO BE PROVIDED _____
Title: _____
Company: _____
Address: _____
Telephone: _____
Email: _____

C. Foundation Representative

Name: TO BE PROVIDED _____
Title: _____
Address: _____
Telephone: _____
Email: _____

- D. **Meet and Confer**. Consultant agrees to meet and confer with the City's Project Manager , and with the Foundation Representative with regard to Services as may be necessary to insure timely and adequate performance of this Agreement.
- E. **Communications and Notices**. All communications between the City and Consultant regarding this Agreement, including performance of Services, will be between the City's Project Manager and the Foundation Representative and Consultant's Project Manager. Any notice, report, or other document that either party may be required or may wish to give to the other must be by electronic mail.

6. INDEMNIFICATION

Consultant hereby agrees to the following indemnification clause:

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant will defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and Foundation and its officers, designated agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against claims, loss, cost, damage, injury expense and liability (including incidental and consequential damages, Court costs, reasonable attorneys' fees as may be determined by the Court, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) to the extent they arise out of, pertain to, or relate to, the negligence, recklessness, or willful misconduct of Consultant, any subconsultant or subcontractor, or anyone directly or indirectly employed by the Consultant or their subconsultants in service of this agreement. Such obligations to defend, hold harmless and indemnify any Indemnitee will not apply to the extent that such Liabilities are caused in part by the active negligence or willful misconduct of such Indemnitee.

Notwithstanding the provisions of the above paragraph, Consultant agrees to indemnify and hold harmless the City and Foundation from and against all claims, demands, defense costs, liability, expense, or damages arising out of or in connection with damage to or loss of any property belonging

to Consultant or Consultant's employees, subconsultants, representatives, patrons, guests or invitees.

In no event will the obligation of the Consultant exceed the limitations on the duty to defend and indemnify as set forth in Civil Code Sections 2782, 2782.6, and 2782.8.

7. **INSURANCE**

Consultant must submit and maintain in full force all insurance as described herein. Without altering or limiting Consultant's duty to indemnify, Consultant must maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- A. Commercial General Liability Insurance including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- B. Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Consultant will have a policy for professional liability coverage that provides coverage on a claims made basis or obtain extended reporting (tail) coverage (with the same liability limits) for at least three years following the City's acceptance of the work.
- C. Automobile Liability Insurance covering all automobiles, including owned, leased, non-owned, and hired automobiles, used in providing Services under this Agreement, with a combined single limit of not less than \$1,000,000 per occurrence.
- D. Workers' Compensation Insurance. If Consultant employs others in the performance of this Agreement, Consultant must maintain Workers' Compensation insurance in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000 per occurrence.
- E. Other Insurance Requirements:
 - i. All insurance required under this Agreement must be written by an insurance company either:
 - a. admitted to do business in California with a current A.M. Best rating of no less than A:VI; or
 - b. an insurance company with a current A.M. Best rating of no less than A:VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.
 - ii. Each insurance policy required by this Agreement may not be canceled, except with prior written notice to the City.
 - iii. General liability and auto policies must:
 - a. Provide an endorsement naming the City of Carmel-by-the-Sea and the Foundation, their officers, officials, employees, Board Members and volunteers

as additional insureds. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 23 37 forms if later revisions are used).

- b. Provide that such Consultant's insurance is primary as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City is excess to the Consultant's insurance and will not contribute with it.
 - c. Contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 or their equivalent.
 - d. Provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.
- iv. Prior to the start of work under this Agreement, Consultant will file certificates of insurance and endorsements with the City Project Manager and the Foundation Representative evidencing the coverage required by this Agreement with the City. Consultant will file a new or amended certificate of insurance promptly after any change is made in any insurance policy which would alter the information on the certificate then on file.
- v. Neither the insurance requirements hereunder, nor acceptance or approval of Consultant's insurance, nor whether any claims are covered under any insurance, may in any way modify or change Consultant's obligations under the indemnification clause in this Agreement, which will continue in full force and effect. All coverage available to the Consultant as named insured will also be available and applicable to the additional insured. Notwithstanding these insurance requirements, Consultant is financially liable for its indemnity obligations under this Agreement.
- vi. All policies must be written on a first dollar coverage basis or contain a deductible provision. Any deductibles or self-insured retentions ("SIR") must be declared to and approved by the City. At the option of the City, either: the insured will reduce or eliminate such deductibles or SIR as respects the City, its officers, officials, employees and volunteers; or Consultant will provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. In no event will any SIR or insurance policy contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured, or by any means including other insurance, or which is intended to defeat the intent or protection of an additional insured.
- vii. City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- viii. Consultant must require and verify that all subconsultants and subcontractors maintain insurance meeting all the requirements in this Agreement.

- ix. If Consultant, for any reason, fails to have in place at all times during the term of this Agreement all of the required insurance coverage, the City may, but is not obligated to, obtain such coverage at Consultant's expense and deduct the cost from the sums due Consultant. Alternatively, City may terminate the Agreement.
- x. The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Should any coverage carried by the Consultant or any subcontractor of any tier have limits of liability that exceed the limits or have broader coverage than required in this Agreement, those higher limits and that broader coverage are deemed to apply for the benefit of any person or organization included as an additional insured. Any insurance proceeds available to City in excess of the limits and coverages required by this Agreement, and which is applicable to a given loss, must be made available to City to compensate it for such losses.
- xi. Consultant must give City prompt notice of claims made of lawsuits initiated that arise out of or result from Consultant's performance under this Agreement.
- xii. The Consultant hereby waives any right of subrogation that any of its insurers may have or that they may accrue out of the payment of any claim related to the Consultant's performance of this Agreement, regardless of whether any endorsements required by this section are obtained.

8. PERFORMANCE STANDARDS

- A. Consultant warrants that Consultant and Consultant's agents, employees, and subconsultants performing Services under this Agreement are specially trained, experienced, and competent and further, are appropriately licensed to perform the work and deliver the Services required under this Agreement.
- B. Consultant, its agents, employees, and subconsultants must perform all Services in a safe and skillful manner consistent with the usual and customary standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields in accordance with sound professional practices. All work product of Consultant must comply with all applicable laws, rules, regulations, ordinances and codes. Consultant also represents that it is familiar with all applicable laws that may affect its performance of this Agreement and will advise City of any changes in any laws that may affect Consultant's performance of this Agreement. All Services performed under this Agreement that are required by law to be performed or supervised by licensed personnel must be performed in accordance with such licensing requirements.
- C. Consultant must furnish, at its own expense, all materials, equipment and personnel necessary to carry out the terms of this Agreement. Consultant may not use the City premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.
- D. Consultant agrees to perform all work under this Agreement as required by usual and customary standards of care. The City's Project Manager and the Foundation Representative

or their respective designees will evaluate the work. If the quality of work is not consistent with the usual and customary standards of care, City and the Foundation, in their discretion may meet with Consultant to review the quality of work and resolve the matters of concern, and may require Consultant to repeat the work at no additional fee until it is consistent with the usual and customary standards of care.

9. CITY INFORMATION AND RESOURCES

- A. **Available Information.** The City will make available to Consultant all relevant information, plans, maps, reports, specifications, standards and pertinent data which is in the hands of the City and is required by Consultant to perform the Services. Consultant may rely upon the accuracy and completeness of such information and data furnished by the City, except where it is stated otherwise or unreasonable.
- B. **City Resources.** The City acknowledges that Consultant's ability to provide the Services in accordance with this Agreement may be dependent on the City providing available information and resources in a prompt and timely manner as reasonably required by Consultant. To the extent that the City fails to provide City resources, Consultant will not be liable for any resulting delay in the Services or failure to meet the Project Schedule, but in no event will such delay or failure to provide City resources constitute a breach of this Agreement by the City, nor will Consultant be entitled to extra compensation for same. Consultant's sole remedy shall be an extension of time to complete the Scope of Services.
- C. **Obligations of Consultant.** No reviews, approvals, or inspections carried out or supplied by the City will derogate from the duties and obligations of Consultant, and all responsibility related to performance of the Services will be and remain with Consultant.

10. OWNERSHIP AND USE OF MATERIALS

- A. **Ownership of the Materials.** All data, studies, reports, calculations, field notes, sketches, designs, drawings, plans, specifications, cost estimates, manuals, correspondence, agendas, minutes, notes, audio-visual materials, photographs, models, software data, computer software (if purchased on the City's behalf) and other documents or products produced by Consultant under this Agreement (collectively, "the Materials") are and will remain the property of the City even though Consultant or another party may have physical possession of them or a portion thereof except for such standard details, specifications, and information that were either (1) prepared by Consultant prior to this Project or (2) that are used with permission of their owner(s), and that are embedded into the Project Materials. With respect to the materials excepted from the City's ownership, Consultant grants to City a non-exclusive perpetual license to use for the purposes of the Project and such additional uses of maintenance, remodeling, and repairs of the Project. Subject to this exception and license, Consultant hereby waives, in favor of the City, any moral rights Consultant, its employees, subconsultants, vendors, successors or assignees may have in the Materials.
- B. **No Patent or Copyright Infringement.** Consultant represents that in its creation of the Materials produced under this Agreement, no federal or state patent or copyright laws were violated. Consultant agrees that all copyrights, which arise from creation of the work or Services pursuant to this Agreement, will be vested in the City and waives and relinquishes all

claims to copyright or intellectual property rights in favor of the City. Consultant covenants that it will defend, indemnify and hold City harmless from any claim or legal action brought against the City for alleged infringement of any patent or copyright related to City's use of Materials produced by Consultant and its employees, agents and subconsultants under this Agreement.

- C. **Delivery and Use of the Materials.** All Materials will be transferred and delivered by Consultant to the City without further compensation following the expiration or sooner termination of this Agreement, provided that the City may, at any time prior to the expiration or earlier termination of this Agreement, give written notice to Consultant requesting delivery by Consultant to the City of all or any part of the Materials in which event Consultant must forthwith comply with such request. The Materials created electronically must be submitted in a format and medium acceptable to the City. The Materials may be used by the City in any manner for the intended purpose or as part of its operations associated with the Materials.
- D. **Survival of Ownership and Use Provisions.** The provisions contained in Section 10, Ownership and Use of Materials survives the expiration or earlier termination of this Agreement, and that this Section is severable for such purpose.
- E. **Additional Copies.** If the City requires additional copies of reports, or any other material that Consultant is required to furnish as part of the Services under this Agreement, Consultant must provide such additional copies, and the City will compensate Consultant for the actual costs related to the production of such copies by Consultant.

11. CONFIDENTIALITY

- A. **No Disclosure.** Consultant must keep confidential and may not disclose, publish or release any information, data, or confidential information of the City to any person other than the City Project Manager and the Foundation Representative. . Consultant may not use for Consultant's own purposes, or for any purpose other than those of the City, any information, data, or confidential information Consultant may acquire as a result of the performance of the Services under this Agreement. Consultant must promptly transmit to the City any and all requests for disclosure of any such confidential information or records. The obligations under this Section will survive the expiration or earlier termination of this Agreement.

Upon written request and approval, Consultant may use representations of the project and related project data for marketing, social media, and educational purposes.

- B. **California Public Records Act.** Consultant acknowledges that the City is subject to the California Public Records Act (Government Code Section 6250 et seq.), known as the "PRA," and agrees to any disclosure of information by the City as required by law. Consultant further acknowledges that it may have access to personal information as defined under the PRA, and Consultant will not use any such personal information for any purposes other than for the performance of Services under this Agreement without the advance written approval of the City.

All Scopes of Services and related documents received will be public records, with the exception of those elements, identified by the Consultant as business trade secrets and are plainly marked "Trade Secret," "Confidential," or "Proprietary." If disclosure is required under the PRA or

otherwise by law, the City will not be liable or responsible for the disclosure of any such records and the Consultant will indemnify, defend, and hold the City harmless for any such disclosure.

C. **Copies of Records to City and Foundation.** The Foundation Agreement will include authorized representatives of the Foundation receiving electronic copies of Project Records for review during the course of the Project. The Consultant agrees to provide all records regarding the Project to both the City Project Manager and the Foundation Representative.

12. CONFLICT OF INTEREST

Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City relating to this Agreement or that would in any way hinder Consultant's performance of services under this Agreement. Consultant's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 and following) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 et seq.), and California Government Code section 1090.

Consultant is required to file a Form 700 in compliance with the City's Conflict of Interest Code unless a written determination by the City Administrator is made modifying or eliminating said requirement, or unless otherwise exempted by law.

In addition, Consultant, Consultant's employees, and subconsultants agree as follows:

- A. That they will conduct their duties related to this Agreement with impartiality, and must, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of Consultant or its employees into question;
- B. May not influence, seek to influence, or otherwise take part in a decision of the City knowing that the decision may further their private interests;
- C. May not accept any commission, discount, allowance, payment, gift, or other benefit connected, directly or indirectly, with the performance of Services related to this Agreement, that causes, or would appear to cause, a conflict of interest;
- D. May have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Services related to this Agreement, and if such financial interest is acquired during the term of this Agreement, Consultant must promptly declare it to the City, and;
- E. May not, during the term of this Agreement, perform a service for, or provide advice to, any person, firm, or corporation, which gives rise to a conflict of interest between the obligations of Consultant under this Agreement and the obligations of Consultant to such other person, firm or corporation.

13. DISPUTE RESOLUTION

- A. **Dispute Resolution Procedures.** The parties will make reasonable efforts to promptly resolve any dispute, claim, or controversy arising out of or related to this Agreement (“Dispute”) using the Dispute Resolution Procedures set forth in this Section.
- B. **Negotiations.** First, the City’s Project Manager and Foundation Representative and Consultant’s Project Manager will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid, and timely disclosure of all relevant facts, information, and documents to facilitate negotiations. Should these negotiations be unsuccessful in resolving the Dispute, the matter will be promptly referred to the City Administrator or designee, and the Foundation Representative and the Consultant’s Principal, who will meet and confer, in good faith, to resolve the Dispute to mutual satisfaction of the parties.
- C. **Mediation.** If all or any portion of a Dispute cannot be resolved by good faith negotiations as set forth above within thirty (30) days of the date that the matter was referred to the City Administrator pursuant to subsection B above, either party may, by notice to the other party, submit the Dispute for formal mediation to a mediator selected mutually by the parties from the Monterey Superior Court’s Court-Directed Mediator Panel list. The duration of any such mediation may not exceed 2 hours unless otherwise agreed to by the parties. The cost of the mediation (including fees of mediators) will be borne equally by the parties, and each party will bear its own costs of participating in mediation. The mediation will take place within or in close proximity to the City of Carmel-by-the-Sea.

In any mediation conducted pursuant to this section, the provisions of California Evidence Code section 1152 will be applicable to limit the admissibility of evidence disclosed by the parties in the course of the mediation. In the event the parties are unsuccessful in resolving the dispute through the mediation process, then the parties agree that the dispute will be submitted to Binding Arbitration to a single Arbitrator in accordance with the existing Rules of Practice and Procedure of the Judicial Arbitration and Mediation Services, Inc. (JAMS) within thirty (30) days of the close of mediation as declared by the mediator.

- D. **Arbitration.** The submission to Mediation and Arbitration in accordance with the requirements of this section of any and all agreements, differences, or controversies that may arise hereunder is made a condition precedent to the institution of any action or appeal at law or in equity with respect to the controversy involved. The award by the arbitrator will have the same force and effect and may be filed and entered, as a judgment of the Superior Court of the State of California and is subject to appellate review upon the same terms and conditions as the law permits for judgments of Superior Courts based on an arbitration award. A “Prevailing Party” will be determined in the Arbitration, and the prevailing party will be entitled to reasonable attorney’s fees and costs incurred, and accrued interest on any unpaid balance that may be due. Costs will include the cost of any expert employed in the preparation or presentation of any evidence. All costs incurred and reasonable attorney fees will be considered costs recoverable in that proceeding, and be included in any award.

14. TERMINATION OF AGREEMENT

- A. **Termination for Cause or Default.** The City reserves the right to immediately terminate this Agreement, in whole or in part, if Consultant or any subconsultant defaults or fails to deliver the Services in accordance with the terms and conditions of this Agreement. Such termination must be in writing, setting forth the effective date of termination, and will not result in any penalty or other charges to the City, and may be issued without any prior notice. Without limitation, Consultant is in default of its obligations contained in this Agreement if Consultant, or any subconsultant:
- i. Fails to perform the required Services within the term and/or in the manner provided under this Agreement;
 - ii. Fails to supply sufficient, properly skilled workers or proper workmanship, products, material, tools and equipment to perform the Services;
 - iii. Fails to observe or comply with all laws, ordinances, including all requirements of governmental or quasi-governmental authorities, including federal, state, and local government enactments, bylaws, and other regulations now or, following the date of this Agreement, in force that pertain to;
 - iv. Fails to observe or comply with the City's reasonable instructions;
 - v. Breaches the Conflict of Interest provisions of this Agreement; or
 - vi. Otherwise violates any provision of this Agreement.
- B. **Termination for Convenience.** The City may, at its option and sole discretion, terminate this Agreement, in whole or in part, with or without cause, at any time during the Agreement Term for the convenience of the City, upon ten (10) days written notice to the Consultant. Termination by the City shall require the consent of the Foundation.
- C. **Steps after Termination:**
- i. Upon termination of this Agreement by the City for any reason, the City will pay Consultant for satisfactorily performed Services and disbursements incurred by Consultant to the date of termination pursuant to this Agreement, less any amounts necessary to compensate the City for damages or costs incurred by the City arising from Consultant's default. Termination will be without prejudice to any other rights or remedies the City may have.
 - ii. Upon receipt of written notice of termination of this Agreement by the City for any reason, Consultant must:

- a. Promptly cease all Services, including Services provided by any subconsultant, unless otherwise directed by the City; and
 - b. Deliver to the City all the Materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such Materials are to be delivered to the City in completed form; however, notwithstanding the provisions of Section 10, Ownership and Use of Materials, herein, the City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such Materials.
- iii. If this Agreement is terminated by the City for any reason, the City is hereby expressly permitted to assume the projects and Services, and to complete them by any means including, but not limited to, an agreement with another party.
- D. **Termination by Consultant.** The Consultant reserves the right to suspend performance and/or terminate this Agreement for non-payment of fees and reimbursable expenses that become due and payable by the City to the Architect pursuant to the provisions of this Agreement. If the owner suspends the project for more than 12 months for reasons other than the fault of the Consultant, the Consultant may terminate the Agreement by giving not less than 30 days written notice.

15. LEGAL ACTION / VENUE

- A. Should either party to this Agreement bring legal action against the other, the validity, interpretation and performance of this Agreement will be controlled by and construed under the laws of the State of California, excluding California's choice of law rules.
- B. Venue for any such action relating to this Agreement will be in Monterey County.
- C. If any legal action or proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party may recover reasonable attorneys' fees as may be determined by the Arbitrator, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

16. MISCELLANEOUS PROVISIONS

- A. **Non-discrimination.** During the performance of this Agreement, Consultant, and its subconsultants, may not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, or sexual orientation, either in Consultant's employment practices or in the furnishing of services to recipients. Consultant further acknowledges that harassment in the workplace is not permitted in any form, and will take all necessary actions to prevent such conduct.
- B. **Acceptance of Services Not a Release.** Acceptance by the City of the Services to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the Services performed.

- C. **Force Majeure.** Either party is absolved from its obligation under this Agreement when and to the extent that performance is delayed or prevented, and in the City's case, when and to the extent that its need for vehicles, materials, or Services to be supplied hereunder are reduced or eliminated by any cause, except financial, for reasons beyond its control. Such reasons include, but are not limited to: earthquake, flood, epidemic, fire, explosion, war, civil disorder, act of God or of the public enemy, act of federal, state or local government, or delay in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.
- D. **Headings.** The headings do not govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement. The headings are for convenience only.
- E. **Entire Agreement.** This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the terms, conditions, and Services and supersedes any and all prior proposals, understandings, communications, representations and agreements, whether oral or written, relating to the subject matter thereof pursuant to Section 1B, "Change Order of Services." Any Change Order to this Agreement will be effective only if it is in writing signed by both parties hereto and will prevail over any other provision of this Agreement in the event of inconsistency between them.
- F. **Conflict between Agreement and Exhibits.** In the event of a conflict between a provision in this Agreement and a provision in an Exhibit attached to this Agreement, the provisions in this Agreement will take precedence.
- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and may be signed in counterparts, but all of which together will constitute one and the same Agreement.
- H. **Electronic Signatures.** This Agreement may be signed and transmitted electronically and shall have the same legal force and effect as an executed original. .
- I. **Authority.** Any individual executing this Agreement on behalf of the City or Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- J. **Severability.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired thereby. Limitations of liability and indemnities will survive termination of the Agreement for any cause. If a part of the Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.
- K. **Non-exclusive Agreement.** This Agreement is non-exclusive and both the City and Consultant expressly reserve the right to enter into agreements with other Consultants for the same or similar services, or may have its own employees perform the same or similar services.

- L. **Assignment of Interest.** The duties under this Agreement are not assignable, delegable, or transferable without the prior written consent of the City. Any such purported assignment, delegation, or transfer constitutes a material breach of this Agreement upon which the City may terminate this Agreement and be entitled to damages.
- M. **City Business License.** Prior to receiving a Notice to Proceed from the City, Consultant will obtain and maintain a valid City of Carmel-by-the-Sea Business License for the duration of the Agreement. Costs associated with the license are the responsibility of Consultant.
- N. **Laws.** Consultant agrees that in the performance of this Agreement it will comply with all applicable federal, state and local laws and regulations. This Agreement will be governed by and construed in accordance with the laws of the State of California and the City of Carmel-by-the-Sea.

IN WITNESS WHEREOF, the parties enter into this Agreement effective on the date the Agreement has been signed by all Parties ("Effective Date").

CITY OF CARMEL-BY-THE-SEA

CONSULTANT

Chip Rerig, City Administrator

Consultant Signature

Date: _____ -

Printed Name Date

Print Title

Print Consultant Legal Company Name

APPROVED AS TO FORM:

By: _____
Brian Pierik, City Attorney

Date: _____

ATTEST:

By: _____
Nova Romero, MMC, City Clerk

Date: _____

Exhibit "A" Consultant Proposal
Exhibit "B" Consultant Cost Proposal
Exhibit "C": Supplemental and Optional Services

City of Carmel-by-the-Sea

RFP #2024-25-001

Architectural Services for

The Harrison Memorial Library Renovation Project



moore ruble yudell
architects & planners

November 1, 2024

Nova Romero, City Clerk
P.O. Box CC
Carmel-by-the-Sea, CA 93921

Re: RFP #2024-25-001, Architectural Services for The Harrison Memorial Library Renovation Project

The Harrison Memorial Library is a vibrant focus of the cultural life of Carmel and the region, with a unique historic legacy. The renovation presents a transformative opportunity to respect that legacy while renewing the library for the next century. The much-needed attention to seismic, accessibility, technology, and systems upgrades will enable the staff to expand the library's effectiveness as an irreplaceable resource for the community, welcoming and serving all ages and backgrounds.

Carmel as a local and global center for arts and culture

Carmel's history as a center for the arts and culture dates to the early 1900's. Its natural beauty and commitment to harmony with nature have always been central to its ethos. All of this has combined to make Carmel a local, regional, and global magnet. The Carmel Public Library has been an essential part of cultural life and civic dialogue throughout the city's history. The Harrison Memorial Library perfectly expresses the values of the city, with its beautifully conceived and crafted architecture, its connection to the landscape and its intimate but welcoming environment.

It is this combination of architectural, cultural, civic, and environmental richness that informs our team's deep enthusiasm and commitment to the goals of your project. We have regional and global experience which can bring sensitivity to the historic legacy and to the seamless integration of modern technology and systems.

Deep experience in historic renovations

For over forty years we have completed a wide array of renovations and restorations of important historic architecture. These have included award winning libraries in Tacoma, Los Angeles, and Berkeley as well as many civic and educational buildings which were essential to their communities. In each case, a legacy building was revitalized to become a treasured focus of civic life. As a member of the Society of Architectural Historians, I have had a longstanding commitment to the preservation and renewal of our cultural legacy. As a Trustee of the British Architecture Library Trust, I have been able to support the world's pre-eminent collection of architectural books, drawings, and ephemera, assisting with outreach, fundraising and the dissemination of the collection.

Library, Civic and Cultural Projects

Our expertise includes some twenty library projects as well as scores of civic and cultural projects. As the role of libraries in communities evolves, civic, cultural, and educational programs increasingly inform libraries as the centers of community life and learning.

Partners

John Ruble FAIA
Buzz Yudell FAIA

Principals

Christopher Chan AIA
Jeanne Chen FAIA
Christopher Hamilton Assoc AIA
Neal Matsuno FAIA
James Mary O'Connor FAIA
Sharlene Silverman Assoc AIA
Mario Violich FAIA, ASLA

Educational expertise

We have a passion for educational projects at all levels from K-12 to community colleges and public and private universities. As global leaders in state-of-the-art learning environments, we have been able to cross-fertilize best practices across building types and communities. A deep understanding of emerging technologies, pedagogies, life-long learning, and hybrid learning has been central to informing our work with libraries.

A commitment to Carmel and the community

I have been deepening my roots in Carmel for several decades, enhanced by close friendships with many long-term residents and community leaders. Since 2010, my wife Tina Beebe, designer and painter, and I have been homeowners, committed to spending increasing amounts of time in this exceptional community. It would be an honor and pleasure to have the opportunity to contribute to this community by working with stakeholders on the Harrison Memorial Library renovation.

A proven team which is ready and committed

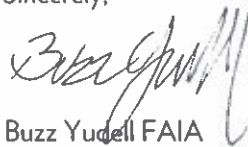
We thrive on civic projects with a historic legacy and an engaged community. We are proud of our proven record of transformative and inspirational projects achieved on budget and schedule. We have assembled a team with deep relevant experience and unbounded enthusiasm.

I will be the Design Partner for Moore Ruble Yudell. I will work in close collaboration with Chris Hamilton as Principal-in-Charge, Clover Linné as Project Manager, and Kaoru Orime as Project Designer. We are nearing completion on the very sensitive renovation of the 1929 UCLA Powell Library historic main library. This technically complex and aesthetically sensitive project is tracking under budget. It represents an extension of our original renovation of 1987. The four of us are available to begin work with you immediately on the Harrison Memorial Library.

Our consultants bring a wide range of relevant regional experience, with deep expertise in library, historic renovation, and civic projects. Their combined expertise includes successful work with Maybeck's architecture and familiarity with Carmel and its library system.

Our team of committed leaders and experts shares my enthusiasm for the unique opportunities of your project and would all be ready to move forward expeditiously and with passion on this legacy project. Our proposal is based on our understanding of your Request for Proposal, inclusive of Addendums 1-3. We would be delighted to have the opportunity to discuss your vision and goals for the Harrison Memorial Library project. Please feel free to contact me by telephone at 310-450-1400 ext. 218, or by email at byudell@mryarchitects.com or Chris Hamilton at chamilton@mryarchitects.com. Thank you for considering Moore Ruble Yudell for this unique project.

Sincerely,



Buzz Yudell FAIA
Partner

(A) Qualifications & Related Experience



Santa Monica Public Library: A Living Room for the City

**“ The final result is a building that has
been embraced by the community,
honored with several awards and
achieves its objectives...and the project
came in on time and under budget.
Santa Monica is very pleased with its
new Library. ”**

**— Greg Mullen, Director of Library Systems/
City of Santa Monica Librarian (retired)**



City of Carmel-by-the-Sea

RFP #2024-25-001
Architectural Services for

The Harrison Memorial Library Renovation Project

Cover Letter	1
(A) Qualifications and Related Experience of Proposer	
Table of Contents	3
Firm Profile	4
Our Team	5
Organizational Chart	7
Team Resumes	8
Relevant Experience	22
(B) Proposed Scope of Services	43
(C) Approach to Architectural Services	47
(D) Project Timeline and Schedule	55
(E) Potential Additional Services	59

Joyful places. Vibrant communities. Resilient futures.

Moore Ruble Yudell is a design and planning team united by a passion for deep client engagement that informs dynamic placemaking. We respond to the social, ecological, and physical context of each project and embrace research and technology to create joyful places and vibrant communities ready for resilient futures. This ethos guides our design, practice, and project management processes today as it has since our founding in 1977 in Santa Monica, California. Our current staff consists of 44 employees, including 20 licensed architects, two landscape architects, and 14 LEED Accredited Professionals.

Our commitment to transformative placemaking has been widely recognized by clients, peers, and communities. Our national and global collaborations are uniquely structured to benefit each project through the power of collective wisdom.

We are passionate about an inclusive collaboration with our clients, and consistently exceed their aspirations with fresh ideas for the creation of buildings, dwellings, and master plans. Across the spectrum of project scale and use, our attention to thoughtful design generates spaces and places with meaningful impact.

The firm's work has been recognized through over 200 awards for design excellence, including:

- American Institute of Architects Firm Award
- American Institute of Architects Los Angeles Gold Medal for John Ruble and Buzz Yudell
- Twelve Chicago Athenaeum Architecture Awards
- Eight National AIA Honor Awards for Architecture and Urban Design
- Three National AIA Committee on Architecture for Education Merit Awards
- Five Society for College and University Planning (SCUP) awards
- Two Urban Land Institute Awards for Transformative Place
- Royal Architectural Institute of Canada National Urban Design Award

Our Team

Moore Ruble Yudell's proposed project leadership is chosen for their specific skills and expertise that align with the needs of the Harrison Memorial Library project. Each member of the team brings directly relevant experience in historic renovation projects with a focus on libraries and community facilities. Our team prides itself on its ability to deliver exceptional design, balancing concerns of cost and constructability, with a keen understanding of the aspirations for the facility and of the community it serves.



Christopher Hamilton — Principal-in-Charge

Christopher Hamilton will be Principal-in-Charge, working with the library to define project goals and guide the team to ensure these goals are met. His focus on strategic thinking and creative problem solving for complex phasing and constructability challenges is demonstrated through his leadership on the Powell Library Renovation and Seismic Improvements and the LEED Platinum Bioengineering Building at UC Santa Barbara.



Clover Linné, AIA, NCIDQ, LEED AP BD+C — Project Manager, Project Architect

Clover Linné, AIA is our Project Manager and will be the primary day-to-day point of contact for the project. Clover leads projects from multiple perspectives, including design, management, and technical implementation. In addition to her recent historic renovation experience on UCLA's Faculty Club, her design skills encompass project programming, space planning and interior design.



Buzz Yudell, FAIA — Design Partner

Buzz Yudell, FAIA will provide design leadership, working closely with the Project Manager Clover Linné and Principal-in-Charge Chris Hamilton and Project Designer Kaoru Orime. As Design Partner, he brings extensive experience in the design of libraries, community focused and historic renovation projects, including renovations to UCLA's historic Powell Library and the Hugh & Hazel Darling Law Library addition.



Kaoru Orime — Project Designer

Kaoru Orime combines a passion for creative and purposeful design with a strong technical understanding of historic and seismic renovations, as well as library and community focused projects. Kaoru's project experience includes the Santa Monica Public Library, Shanghai Tech University's Main Library, and renovations at UCLA's Center for World Arts and Cultures and historic Powell Library.

Our highly qualified consultant team likewise brings technical expertise in directly relevant library and historic renovation experience.

SR Kent LLC — Library Specialist

Working closely with our team and library Leadership, **Susan Kent**'s extensive experience in library planning and management, including work with the Carmel Public Library, will ensure the current and future operational needs of the library are met.

HRG — Historic Renovation

John LoCasio, AIA will guide the historic aspects of the work, focusing on appropriate application of the Secretary of the Interior's Standards.

Pivot — Structural Engineering

Alex Rood, SE brings experience with libraries and historic projects, including work designed by Bernard Maybeck. Alex will focus on effectively integrating the seismic improvements within the building's historic context.

Blue Forest — Mechanical and Plumbing Engineering / Sprinklers

Tyler Bradshaw, PE brings extensive library and sustainable design experience to the mechanical, and plumbing systems.

Atium— Electrical Engineering / AV /Low Voltage/Security

David Maino, PE brings extensive library and sustainable design experience to the electrical, audio-visual, security, and low voltage building systems.

Code Red — Fire Protection, Life Safety, Code, ADA

Tyler Schmidt, PE will bring his experience on numerous library and historic projects to guide the project's historic and fire life-safety code compliance.

HLB — Lighting Design

Tina Aghassian, IALD will lead the integration of lighting design, incorporating modern technology with a sensitivity to the historic character of the library spaces.

Hunt Design — Graphics / Wayfinding

John Temple will blend his expertise in wayfinding and signage with experience in libraries and historic public facilities such as Pasadena City Hall and Craig Ellwood's historic library at Arts Center in Pasadena.

TBD Consultants — Cost

Cost estimating will be overseen by **Amy Muhl**, who was directly involved in the City of Carmel-by-the-Sea Library Master Plan efforts for the Harrison Memorial and Park Branch libraries.

GBS Specifications — Specifications

Gary Barnett has worked with Moore Ruble Yudell on numerous projects for many years. Gary will develop the Project Manual for the Harrison Library project upon the project's advancement into the Schematic Design Phase.

In addition to our proposed team, we are happy to incorporate other technical or specialty consultants if the needs arise before or during the course of the project. We look forward to the opportunity to review and confirm our proposed team to most effectively meet your project's needs.

Organizational Chart

We confirm that team members will not be substituted without approval of the City



Buzz Yudell, FAIA
Design Partner



Buzz Yudell, FAIA will provide design leadership, working closely with the Project Manager Clover Linné and Principal-in-Charge Chris Hamilton. Buzz creates remarkable and humane places that support collaboration and community. As Design Partner, he brings his experience with historic preservation and adaptive reuse projects and libraries, such as UCLA Powell Library, UCLA Center for World Arts & Cultures / Gloria Kaufman Hall, UCLA Faculty Club renovation, and UC Santa Barbara Faculty Club renovation and addition.

RELEVANT PROJECT EXPERIENCE

Buzz Yudell was Design Partner for the following projects:

University of California, Los Angeles Powell Library

Renovation and Seismic Improvements, Los Angeles, CA

Santa Monica Public Library, Santa Monica, CA

UC Berkeley Boalt Hall Library Renovation, Berkeley, CA

Shanghai Tech University, Main University Library, Shanghai, China

University of California, Los Angeles Hugh & Hazel Darling Law Library Addition, Los Angeles, CA

California Institute of Technology, Fairchild Engineering Library, Pasadena, CA

Clarice Smith Performing Arts Center Music Library, College Park, MD

Humboldt Library, Berlin, Germany

MIT Sloan School of Management Dewey Library, Cambridge, MA

National Tropic Botanical Gardens Library, Kauai, HI

Saint Mary's College of California, Library and Learning Commons, Moraga, CA

EDUCATION

Yale School of Architecture, Master of Architecture

Yale College, Bachelor of Arts, *cum laude*

PROFESSIONAL LICENSE

Registered Architect California, Virginia, Hawaii, Ohio, Massachusetts, Colorado

PROFESSIONAL AFFILIATIONS

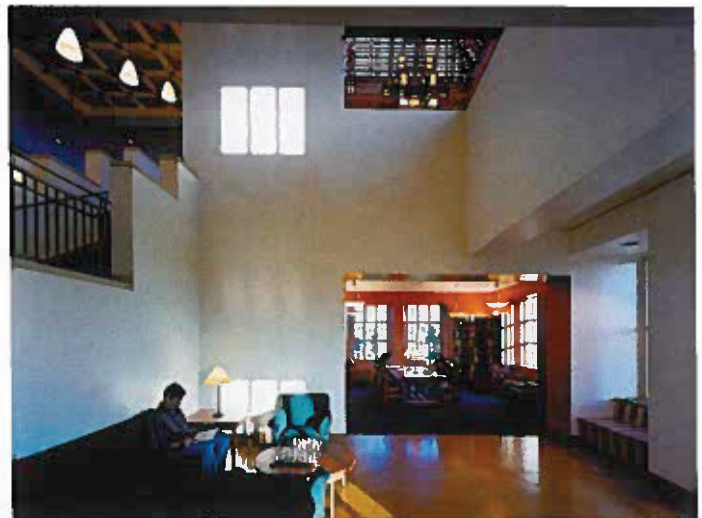
College of Fellows, American Institute of Architects

Trustee, British Architecture Library Trust (BALT)

moore ruble yudell
architects & planners



Santa Monica Public Library: "A Living Room for the City"



UCLA Hugh & Hazel Darling Law Library



UCLA Center for World Arts & Cultures: The new open "street" was formerly a dark locker room.

Christopher Hamilton, Assoc. AIA
Principal in Charge



Christopher Hamilton will be Principal-in-Charge, organizing our team and playing a significant role in defining the project. He has demonstrated his leadership, strategic thinking, and creative approach managing complex projects such as the Powell Library Renovation and Seismic Improvements, and the LEED Platinum Bioengineering Building at UC Santa Barbara. His experience extends throughout the entire project process, from initial project programming through the end of construction.

RELEVANT PROJECT EXPERIENCE

- University of California, Los Angeles Powell Library Renovation and Seismic Improvements, Los Angeles, CA (Project Manager)
- University of California Santa Barbara Faculty Club Renovation and Guest Room Addition, Santa Barbara, CA (DPP Project Manager)
- University of California San Diego Humanities and Social Science Building Repair, La Jolla, CA (Project Manager)
- University of California, Santa Barbara Bioengineering Building Santa Barbara, CA (Project Manager)
- Duke University, The French Family Science Center, Durham, NC (Project Manager)
- American University of Armenia: Science, Engineering and Humanities, Yerevan, Armenia (Laboratory Planner)
- Black Point Reach Residence, The Sea Ranch, CA (Project Manager)
- Camana Bay, Grand Cayman (Project Designer)
- Dall Residence, The Sea Ranch, CA (Project Manager)
- Duke University, Central Campus Mixed-use Residential, Durham, NC (Project Manager)

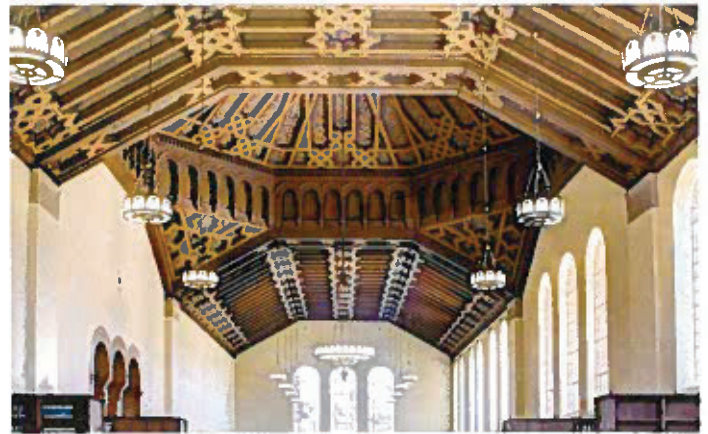
EDUCATION

- University of Michigan, Ann Arbor, Master of Architecture, 1996
- University of California, Berkeley, Bachelor of Arts in Architecture with High Honors, 1992

PROFESSIONAL AFFILIATIONS

- Associate Member, American Institute of Architects

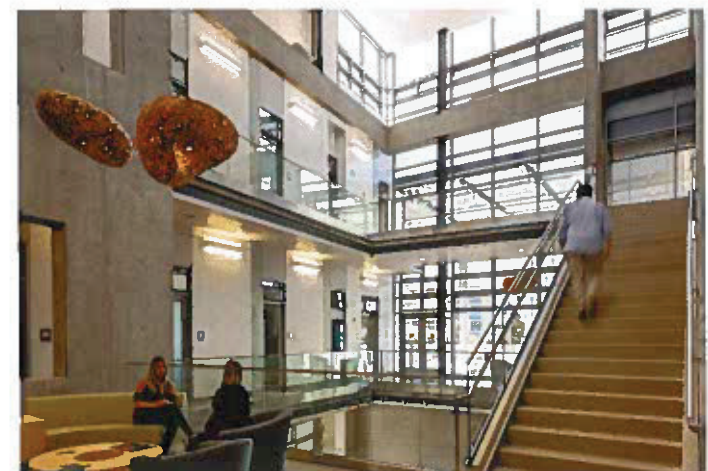
moore ruble yudell
architects & planners



UCLA Powell Library Renovation



UC Santa Barbara Faculty Club Renovation and Addition



UC Santa Barbara Bioengineering Building

Clover Linné, AIA, NCIDQ, LEED AP BD+C
Project Manager / Project Architect



Clover Linné is our Project Manager and is the primary day-to-day point of contact for the project. Clover leads projects from multiple perspectives, including design, management, and implementation. Her design skills also encompass project programming, space planning, and interiors. Recently she was Project Manager for the UCLA Faculty Club Renovation. Clover is also a member of her local historic preservation board, consulting with community members about modifications to their historic structures.

RELEVANT PROJECT EXPERIENCE

UCLA Faculty Club Renovation, Los Angeles, CA
(Project Manager)

Santa Ana School of Continuing Education, Centennial Education Center Concept Design, Santa Ana, CA (Project Manager)

University of California Los Angeles, Engineering VI, Phase 1 & 2, Los Angeles, CA (Project Manager)

Washington University in St. Louis, Jubel Hall, St. Louis, MO
(Project Manager)

Claremont McKenna College Master Plan, Claremont, CA
(Project Manager)

Santa Monica Boys and Girls Clubs Main Branch Study, Santa Monica, CA (Project Manager)

UC Riverside School of Business Building, Riverside, CA
(Project Architect)

Providence Saint John's Medical Center Phase II Master Plan, Santa Monica, CA (Project Manager)

EDUCATION

Yale School of Architecture, Master of Architecture, 2003

University of California, Los Angeles, Bachelor of Arts in Art,
Minor in French, 1999

PROFESSIONAL LICENSE

Registered Architect, California and New York

LEED Accredited Professional Building Design and
Construction

National Council for Interior Design Qualification Certified

PROFESSIONAL AFFILIATIONS

American Institute of Architects

moore ruble yudell
architects & planners



UCLA Faculty Club Renovation



Washington University in St. Louis Jubel Hall



Claremont McKenna College: Art Integration

Kaoru Orime
Project Designer



Kaoru Orime is a senior designer with extensive experience on regional and global projects. Kaoru has cultivated a passion to preserve historic heritage and enliven existing buildings with intrinsic value. She believes breathing new life into legacy buildings is a meaningful way to connect with unique cultures and give people a sense of place, while reducing consumption of resources. With her artistic sensibility and technical expertise, Kaoru delivers quality-driven and carefully tailored results for each project.

RELEVANT PROJECT EXPERIENCE

- University of California Los Angeles, Powell Library Seismic Renovation, Los Angeles, CA (Project Designer)
- Santa Monica Public Library, Santa Monica, CA (Color and Materials)
- Shanghai Tech University, Main University Library, Shanghai, China (Project Designer)
- University of California Los Angeles, Center for World Arts & Cultures/Gloria Kaufman Hall, Los Angeles, CA (Project Designer)
- Library and Herbarium, National Tropical Botanical Gardens, Kauai, Hawaii (Project Designer)
- Santa Monica High School, Discovery Building, Santa Monica, CA (Project Designer)
- Asia School of Business in partnership with Massachusetts Institute of Technology, Kuala Lumpur, Malaysia (Project Designer)
- Santa Monica High School, Discovery Building, Santa Monica, CA (Project Designer)
- Carnegie Mellon University, Tepper School of Business Quad, Pittsburgh, PA (Project Designer)

EDUCATION

- Southern California Institute of Architecture, Bachelor of Architecture, 1999
- University of California, Los Angeles Extension, Certificate in Interior and Environmental Design, 1994
- Meiji University Women's College, Associate of Arts in Law, Tokyo, Japan, 1991

moore ruble yudell
architects & planners



UCLA Powell Library



UCLA Center for World Arts & Cultures: renovated dance studio



Santa Monica Public Library

Susan Kent
Library Consultant



Susan Kent will serve as the library consultant/subject expert working closely with Moore Ruble Yudell. Susan has decades of experience in public library leadership and management and in consulting with public libraries in the United States, Canada, and internationally. She has worked on library projects that required historic preservation and adaptive reuse and on facilities planning for new and renovated libraries.

RELEVANT PROJECT EXPERIENCE

Susan Kent was the Library Consultant for the following projects:

Carmel Public Library, Carmel, CA: Analysis and plan for library facilities improvement

Austin Public Library, Austin, TX: Master facilities and strategic plan

Pitkin County Public Library, Aspen, CO: Planning and programming for renovation/addition for library

Missoula Public Library, Missoula, MT: Program for new Central Library, children's museum, and other cultural organizations

Rosenberg Library, Museum and Archives, Galveston, TX: Strategic and facility plan for library, museum, and archives

District of Columbia Public Library, Washington DC: New vision, conceptual plan and programming for Martin Luther King Jr. Central Library

Flint Public Library, Flint, MI: New service model and planning for library facility

Los Angeles Public Library, Los Angeles, CA: Sixty-two branch libraries, new, renovated and expended historic buildings

EDUCATION

Binghamton University, New York, Bachelor of Arts with Honors

Columbia University, New York, Master of Science

PROFESSIONAL AFFILIATIONS

American Library Association

Public Library Association

S.R. KENT LLC



Flint Public Library



Missoula Public Library



Pitkin County Public Library

John LoCasio, AIA
Historic Architect



John will serve as Historic Architect on the project team, providing technical assistance for construction documents; advising on compliance with the *Secretary of the Interior's Standards* and the use of the State Historic Building Code; conducting construction monitoring; and ensuring the integration of modern amenities do not compromise the building's historic integrity.

John LoCasio has been with HRG since 2011, involved in historic preservation since 2002, and a licensed, practicing architect since 1993. He meets the *Secretary of the Interior's Professional Qualifications Standards* in Architecture and Historic Architecture.

RELEVANT PROJECT EXPERIENCE

John LoCasio was Historic Architect for the following projects:

- Pasadena Public Library Rehabilitation and Seismic Retrofit, Pasadena, CA
- Altadena Main Library Rehabilitation Historical Resources Assessment, Altadena, CA
- 28th Street YMCA Rehabilitation and Adaptive Reuse, Los Angeles, CA
- Angelus Funeral Home Rehabilitation and Adaptive Reuse, Los Angeles, CA
- Constance Hotel Rehabilitation, Pasadena, CA
- Grand Central Air Terminal Rehabilitation and Adaptive Reuse, Glendale, CA
- Mayfair Hotel Rehabilitation, Los Angeles, CA

EDUCATION

- Master of Historic Preservation, University of Southern California
- Bachelor of Architecture, University of Southern California

PROFESSIONAL AFFILIATIONS

- California Architect C24223
- Member, American Institute of Architects

**HISTORIC
RESOURCES
GROUP**



Pasadena Public Library



Glendale Central Air Terminal

J. David Maino, PE, LEED AP
*Principal Electrical Engineer: AV, Security,
Lighting Controls, Low Voltage Systems*



Dave will act as lead electrical design engineer for Audio/Visual, security, lighting controls, and low voltage systems for the project. During his career, Dave has worked on historic building projects ranging from libraries, to office buildings, to laboratories and has worked with each project team to protect the historic nature of the buildings while modernizing the building systems to meet the needs of the client for a modern work environment. Additionally, Dave has worked on city library projects throughout the bay area, including in San Jose, San Leandro, and Elk Grove, as well as school libraries for numerous school districts in the area.

RELEVANT PROJECT EXPERIENCE

David Maino was Lead Electrical Designer for the following projects:

East Carnegie Library – San Jose, CA

- Historic library renovation and new 10,000sf library expansion
- Lead electrical/lighting/low voltage
- <https://sanjoselibrary.myportfolio.com/east-san-jose-carnegie>

Rose Garden Library – San Jose, CA

- New library building
- Lead electrical/lighting/low voltage
- <https://sanjoselibrary.myportfolio.com/rose-garden>

EDUCATION

Master of Architectural Engineering. The Pennsylvania State University
Bachelor of Architectural Engineering, The Pennsylvania State University

PROFESSIONAL AFFILIATIONS

P.E. (CA Lic. E19203)
LEED Accredited Professional



East Carnegie Library, San Jose, CA: Circulation desk



East Carnegie Library, San Jose, CA: Community Room historic renovation



Rose Garden Library, San Jose, CA: Children's area

Alex Rood, SE
Principal Structural Engineer



As Principal Structural Engineer, Alex Rood, S.E. will deliver imaginative and practical hands-on engineering solutions. He has proven his creativity to reduce construction costs and his sensitivity to historic preservation and library projects such as the Bernard Maybeck designed Forest Hill Clubhouse, Whiskey Hill Project, Buena Vista Way Residence and the addition to the Historic Belvedere Tiburon Library. His experience encompasses all phases of projects. He prides himself in working collaboratively with the design team and contractors to save on construction expenses and to engender the Owner's vision for the project.

RELEVANT PROJECT EXPERIENCE

Alex Rood was Principal Structural Engineer for the following projects:

- Mark Day School & Library, San Rafael, CA
- Whiskey Hill Renovations & New Buildings, Woodside, CA (Maybeck)
- 2751 Buena Vista Way Renovations, Berkeley, CA (Maybeck)
- Historic Forest Hill Clubhouse Project Renovation and Seismic Improvements, San Francisco, CA (Maybeck)
- Belvedere-Tiburon Library Addition, Tiburon, CA
- Historic Bing Kong Tong Community Center Restoration & Seismic Improvements, Isleton, CA
- Historic Apple 2 Nevada Test Site Buildings Preservation & Seismic Improvements, Nevada Test Site
- Historic Japanese Language School House Preservation & Seismic Improvements, Castroville
- Historic Kinmon Gakuen Japanese Language School Renovation, Architectural & Seismic Alterations, SF, CA
- Historic Tannery Digital Media Center Adaptive Reuse & Seismic Improvements, Santa Cruz, CA
- Historic Moraga Barn Architectural & Seismic Improvements, Moraga, CA
- Historic Sakai - Oishi Nursery Preservation & Seismic Improvements, Richmond, CA

EDUCATION

- B.S. Civil Engineering with Structural Emphasis, CSU Chico
- B.A. German, CSU Chico
- Tau Beta Pi Engineering Honor Society Member



Forest Hill Clubhouse renovation and seismic improvements, San Francisco, CA



Whiskey Hill renovation and new buildings, Woodside, CA



2751 Buena Vista Way Renovations, Berkeley, CA

PROFESSIONAL AFFILIATIONS

- Structural Engineer, California (S4492)
- Civil Engineer, California (C56065)
- Member SEONC
- Board of Directors – Oakland Heritage Alliance (previously)

Tyler Bradshaw, PE, LEED AP
Principal Mechanical and Plumbing Engineer



As Principal MP Engineer, Tyler will be in charge of Mechanical and Plumbing Engineering, and Sprinkler Systems. Tyler has more than 25 years of design experience in the HVAC industry and is passionate about helping owners, architects, and other consultants identify and tear down perceived barriers to far-reaching sustainability goals. His focus on HVAC design is to identify and implement simple, passive, low-cost, and low-maintenance systems, wherever possible avoiding the application of complex technologies. Tyler has completed many library projects for various institutional and government clients. He has also completed over twelve LEED Platinum and several verified Net Zero Energy (NZE) Projects.

RELEVANT PROJECT EXPERIENCE

Tyler Bradshaw was Principal Mechanical Engineer for the following projects. Resume includes experience prior to Blue Forest Engineering.

81st Ave. Oakland Public Library, Oakland, CA – LEED Gold
Portola Valley Town Center, Portola Valley, CA – LEED Platinum

Rose Garden Library, San Jose, CA – LEED Gold

Bay Point Library, Bay Point, CA

Santa Rosa Hearn Community Center, Santa Rosa, CA – CC, fire station + library

SJCCC LRC/Learning Center, San Jose, CA – Community college library

Emery Center for Community life, Emeryville, CA – K-12 & city joint use + library

Elk Grove Library, Elk Grove, CA

Marina Mulford Branch Library, San Leandro, CA

Santa Cruz Downtown Library Masterplan, Santa Cruz

Roosevelt Community Center, San Jose, CA – LEED Gold

Gonzales Community Center + Library, Gonzales, CA

San Jose Environmental Innovation Center, San Jose, CA – LEED Platinum

Oakland Museum, Oakland, CA

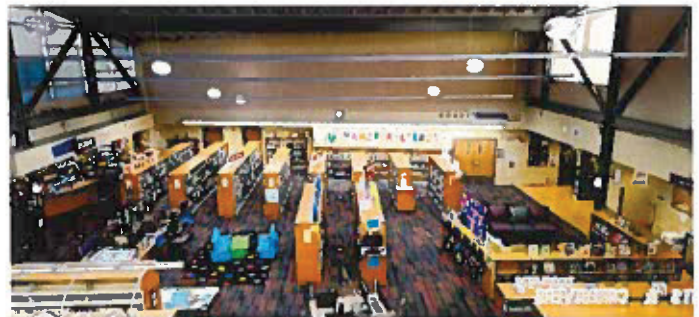
EDUCATION



Portola Valley Library



Rose Garden Library, San Jose, CA – LEED Gold



81st Avenue Oakland Public Library

Bachelor of Science, Mechanical Engineering, San Diego State University

HVAC&R Certification, University of California, Berkeley

PROFESSIONAL AFFILIATIONS

Mechanical Engineer, California (M33496);

Washington PE #50311; Missouri PE #2016039273;

Utah PE #10251975-2202; Colorado PE #52073

Tyler Schmidt, PE
Fire Protection, Life Safety and Code Project Manager

CODE RED
CONSULTANTS



Tyler Schmidt will perform the role of Senior Project Manager for Fire Protection and Life Safety Code Consulting services primarily responsible for developing a code report, performing code reviews, and attending project meetings. Through his dedication, creative problem-solving skills, and outside-the-box thinking, it is Tyler's mission and commitment to work closely with the design team to enable and achieve the team's vision for the project, while keeping life safety as a priority.

RELEVANT PROJECT EXPERIENCE

- *UCLA Powell Library Seismic Improvement Project, Los Angeles, CA (Project Manager)
- *UCLA Powell Library Renovations/Addition Feasibility Study, Los Angeles, CA (Project Manager)
- UCLA Nimoy Theatre, Los Angeles, CA (Project Manager)
- Boston College Law School Kenny Cottle and Law School Libraries, Newton, MA (Project Manager)
- CSU Library Egress Study & New Stair, Northridge, MA (Project Manager)
- Skaneateles Public Library, Skaneateles, NY (Project Manager)
- Celena Government Center Administration Building and Library, Celena, TX (Project Manager)
- *Work performed with previous employer

EDUCATION

- University of Southern California, Los Angeles, CA Master of Business Administration, 2017
- University of Colorado, Boulder, CO Bachelor of Science, Mechanical Engineering, 2007

PROFESSIONAL AFFILIATIONS

- National Fire Protection Association, Society of Fire Protection Engineers
- CA FPE #2151



UCLA Powell Library- Historic renovation with Moore Ruble Yudell



UCLA Nimoy Theater- Historic renovation

John Temple
Principal Wayfinding Designer



John Temple will serve as Project Manager for Hunt Design and will direct his staff in planning, designing and executing the sign planning and design for the Carmel Library project. John is a partner in the firm and has managed nearly all of Hunt Design's higher education signage projects as well as other high-traffic wayfinding assignments. He understands complex signage planning and construction processes and directs teams of creative and technical design staff in working toward signage and wayfinding programs that enhance the environment and communicate effectively. John's career spans over 30 years in the industry and includes serving as Graphic Design Director at Gensler and designer at Sussman/Prejza. He frequently writes on industry topics and is a former instructor at Art Center College of Design. John's experience allows him to understand key issues affecting wayfinding and to find creative solutions that fit the project.

RELEVANT PROJECT EXPERIENCE

John Temple was Principal Wayfinding Designer for the following projects:

- Pasadena City Hall, Pasadena CA. Permanent exhibit throughout building presenting the preservation story of City Hall .
- Art Center College of Design, Pasadena CA Interior signage, including the library for historic Craig Ellwood building on the Hillside campus.
- Brand Library, Glendale CA. As part of Glendale Parks signage implementation, the grounds around the Library included visitor information and directional signage.
- Norton Simon Museum, Pasadena CA. Site signage and graphics to accompany renovation of building exterior and grounds.
- Mt. San Antonio College, Walnut CA. Signage planning and design for new School of Continuing Education, with MRY.
- San Diego College of Continuing Education, San Diego CA. Master Plan, with MRY.

EDUCATION

- Bachelor of Fine Arts, Art Center College of Design, Pasadena, CA
- Bachelor of Arts, Claremont McKenna College, Claremont, CA



Brand Library sign to guide visitors



Porcelain enamel signs adorn Pasadena City Hall

PROFESSIONAL AFFILIATIONS

- Society for Experiential Design (SEGD)
- California Small Business Enterprise (SBE)

Tina Aghassian, IALD, MIES, Assoc. AIA, CLD
Principal Lighting Designer

HLB



Tina Aghassian will lead the lighting design group for the project. Tina's passion for design is fueled by a profound empathy – an ability to isolate the metaphor of a project, consider the implications, and develop nuanced lighting solutions that resonate with the design intent. As a design leader she brings a remarkable attention to detail and commitment to quality that elevates the built environment and celebrates the finer points of design. Tina has a special interest in historic renovation projects and loves to expertly weave contemporary design while highlighting history.

With over two decades of architectural lighting experience and a wide-ranging portfolio of spectacular project work, Tina is an invaluable asset to every team. Her ability to lead and coordinate complex design efforts has led to the successful execution of countless unique and memorable projects.

RELEVANT PROJECT EXPERIENCE

Tina Aghassian was Principal Lighting Designer for the following projects:

- UCLA Faculty Club Renovation, Los Angeles, CA
Moore Ruble Yudell
- Anacostia Neighborhood Library, Washington, D.C.
The Freelon Group, R. McGhee & Associates
23,000 sq.ft. | 2,137 s.q.m., \$14.7 M
- Tenley-Friendship Neighborhood Library, Washington, D.C.
The Freelon Group, R. McGhee & Associates
21,472 sq.ft. | 1,995 s.q.m., \$10.2 M, LEED Gold Certified
- Billie Jean King Main Library, Long Beach, CA
Skidmore Owings & Merrill LLP, 93,500 sq.ft. | 8,700 sq.m., \$48 M, LEED Platinum Certified
- Phoenix Library Auditorium, Phoenix, AZ,
Will Bruder+ Partners LTD
- University of Denver Community Commons, Denver, CO
Anderson Mason Dale, Moore Ruble Yudell
132,000 sq.ft. | 12,263 s.q.m., \$64 M

EDUCATION

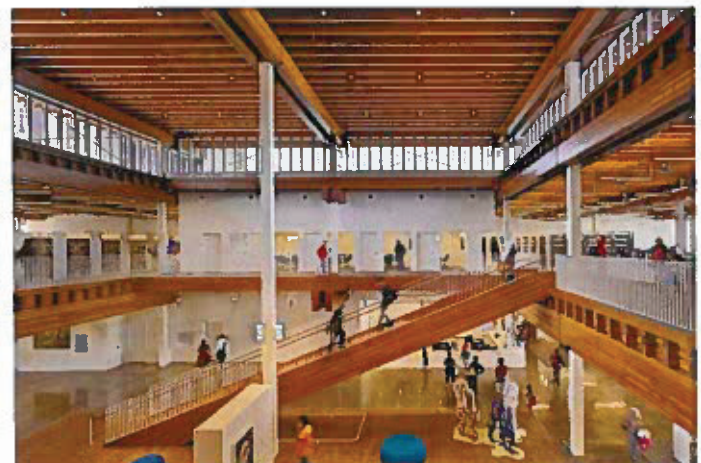
California State University, Long Beach,
Bachelor of Fine Arts in Interior Architectural Design



Anacostia Neighborhood Library



Tenley-Friendship Neighborhood Library



Billie Jean King Main Library

PROFESSIONAL AFFILIATIONS

Certified Lighting Designer
International Association of Lighting Designers, Member
Illuminating Engineering Society of North America, Member
American Institute of Architects, Associate Member

Amy Muhl
Senior Cost Estimator



Amy Muhl is an Associate Principal at TBD Consultants and will be the Senior Cost Estimator for the project. With over 20 years of experience, she provides full range of cost management and cost control services throughout all design phases, including advising on construction and overall project costs, establishing project budgets, performing value engineering services, benchmarking and bid analysis. Amy has diverse experience with projects involving various building types in the healthcare, commercial and education sectors, she has focused on providing early phase high-level cost management services for projects.

RELEVANT PROJECT EXPERIENCE

Amy Mull was Senior Cost Estimator for the following projects:

Carmel Libraries, Carmel, CA
Pickleweed Library Renovation, Sa Rafael, CA
Mt. Shasta Library, Mt. Shasta, CA
Santa Cruz Library, Santa Cruz, CA
San Rafael Downtown Library, San Rafael, CA
San Francisco Museum of Modern Art Expansion, San Francisco, CA

EDUCATION

Master of Applied Sciences, University of Toronto, 2002
Bachelor of Applied Sciences and Engineering, University of Toronto, 2000



Carmel Library



Pickleweed Library



Santa Cruz Library

Gary Barnett
Specifications Writer

GBS Specifications



Gary will develop the Project Manual for the Harrison Library project upon the project's advancement into the Schematic Design Phase. He will coordinate the development of the Project Manual with the other Design Consultants while generating the Architectural portions of the Project Manual. .

RELEVANT PROJECT EXPERIENCE

Gary Barnett was Specifications Writer for the following projects:

- * University of California, Berkeley, Lower Sproul Redevelopment Project including renovations to Chavez Student Center and Martin Luther King Student Center Berkeley CA
- Foster City Government Center, Foster City CA
- Los Angeles Public Television Channel 35, Repurposing of historic Merced Theater (the oldest surviving theatre building in Los Angeles), Los Angeles, CA
- * LACCD West Los Angeles College, Fine Arts, Building B, modernization
- * LACCD West Los Angeles College, Math and Science, Building A, modernization
- * LACCD West Los Angeles College, Student Services Building, modernization *
- * LACCD Los Angeles Mission College, Plant Facilities Warehouse & Shop Replacement Bldg, Sylmar CA
- Los Angeles Southwest College, School of Arts and Humanities
- Los Angeles Southwest College, School of Career & Technical Education
- * Projects with Moore Ruble Yudell

EDUCATION

Bachelor of Architecture, Kent State University, Kent Ohio, 1979

PROFESSIONAL AFFILIATIONS

Registered Architect, California (C21805)
Certifications/ Affiliations Construction Specifications Institute (CSI)
Specification Consultants in Independent Practice (SCIP)



UC Berkeley Lower Sproul Redevelopment



Head Royce Private School



Foster City Government Center



Relevant Experience

Moore Ruble Yudell

Selected Libraries

- University of California, Los Angeles Powell Library Renovation, Addition, and Seismic Improvements, Los Angeles, CA
- Santa Monica Public Library, Santa Monica, CA
- University of California, Berkeley Boalt Hall Library Renovation/Interior Remodel, Berkeley, CA
- Shanghai Tech University, Main University Library, Shanghai
- University of California, Los Angeles Hugh & Hazel Darling Law Library Addition, Los Angeles, CA
- California Institute of Technology, Sherman M. Fairchild Engineering Library, Pasadena, CA
- University of Maryland Clarice Smith Performing Arts Center Music Library, College Park, MD
- Humboldt Library, Berlin, Germany
- MIT Sloan School of Management Dewey Library, Cambridge, MA
- National Tropical Botanical Gardens Library, Kauai, HI
- City Library, Parnell Square Cultural Quarter, Competition, Dublin, Ireland
- Dublin Technological University Library Complex Competition Finalist, Dublin, Ireland
- St. Petersburg State University Graduate School of Management Library, St. Petersburg, Russia
- Saint Mary's College of California, Library and Learning Commons, Moraga, CA
- Mt. San Antonio College Library Replacement, Walnut, CA
- University of Washington Tacoma Library, Historic Snoqualmie Falls Power House Adaptive Reuse
- University of Oregon, Science Complex Library
- San Juan Capistrano Library Competition Finalist

Santa Monica Public Library

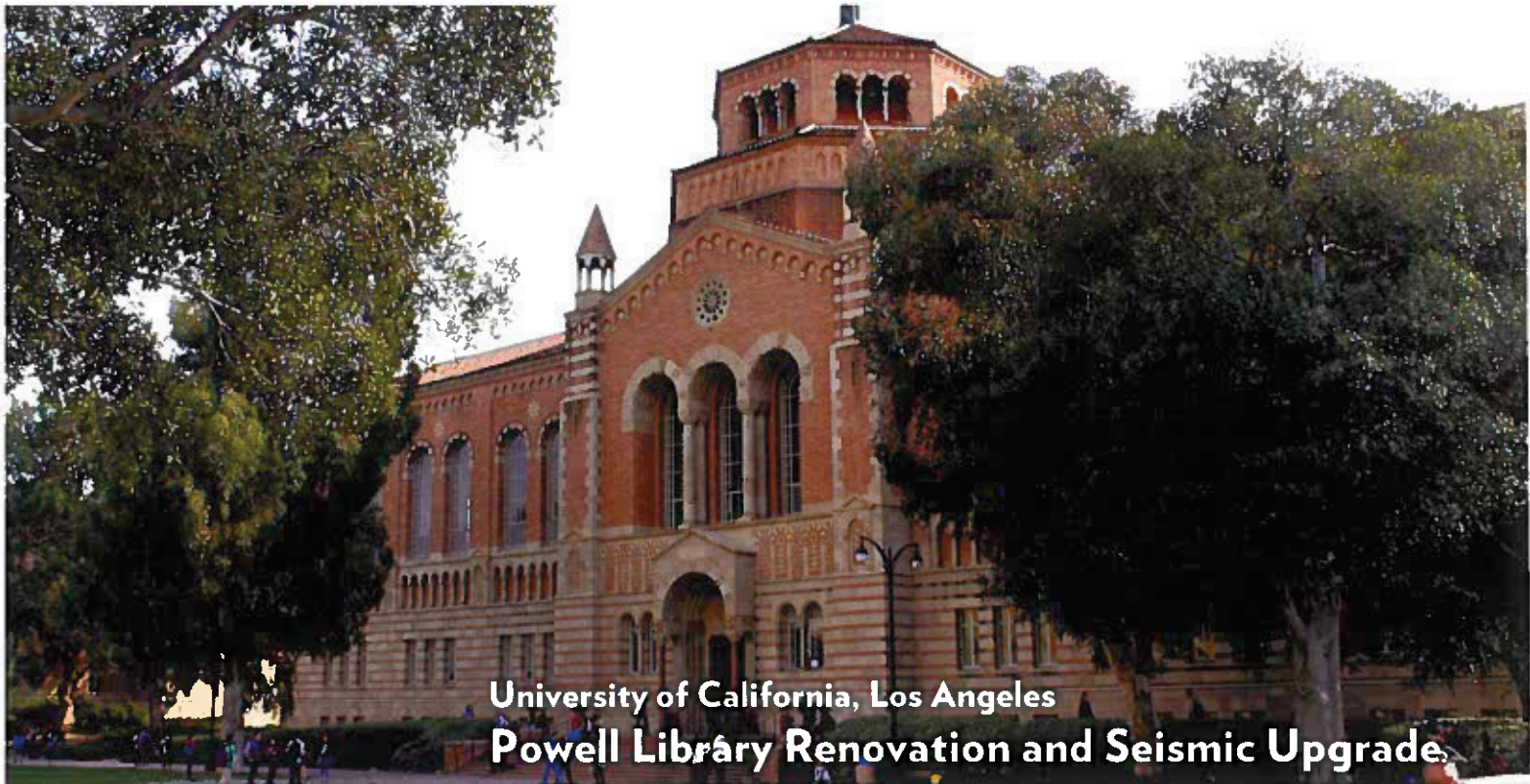
Selected Historic Projects

- University of California, Los Angeles Powell Library Renovation, Addition, and Seismic Improvements, Los Angeles, CA
- University of California, Berkeley Boalt Hall Library Renovation/Interior Remodel, Berkeley, CA
- University of Washington Tacoma Library, Historic Snoqualmie Falls Power House Adaptive Reuse
- University of California, San Diego Humanities and Social Science Building Repair, San Diego, CA
- University of California, Los Angeles, Faculty Club Renovation, Los Angeles, CA
- Washington University in St. Louis Hillman Hall/Brown School of Social Work, St. Louis, MO
- United States Embassy, Helsinki, Helsinki, Finland
- University of California Berkeley, Lower Sproul Redevelopment Project, Berkeley, CA
- University of California Santa Barbara, Faculty Club Renovation & Guest Room Addition, Santa Barbara, CA
- University of California Los Angeles Gloria Kaufman Hall/Center for World Arts & Cultures, Los Angeles, CA
- University of Cincinnati Joseph A. Steger Student Life Center Swift Hall Renovation, Cincinnati, OH
- University of California Berkeley, Law and Business Connection, Berkeley, CA

The projects shown on the following pages are carefully selected to illustrate Moore Ruble Yudell's specific and relevant expertise for the Harrison Memorial Library project. Throughout our firm's history, we have focused on buildings that support and celebrate the communities they serve. This is particularly evidenced by our spectrum of award-winning libraries and context sensitive historic renovation work.

UCLA's Center for World Arts and Cultures





University of California, Los Angeles
Powell Library Renovation and Seismic Upgrade

Key Relevance:

- 1929 building with later additions
- Eligible for the National Register of Historic Places
- Listed in the California Register of Historic Resources
- Adherence to Secretary of the Interior Historic Standards
- Circulation and accessibility improvements
- Seismic upgrades while building occupied
- Sustainable system upgrades

Awards:

- American Institute of Architects National Honor Award
- AIA/ALA Library Buildings Award
- Los Angeles Business Council Architectural Awards
- Los Angeles Conservancy Award
- California Governor’s Historic Preservation Award

Location:	Los Angeles, CA
Scope:	Seismic Improvements; Programming and Visioning Study; Renovation and Addition Improvements
Size:	162,000 GSF
Date:	Seismic Improvements 10/2020 - 9/2024 Programming and Visioning Study 3/2015 - 8/2015 Renovation and Addition 8/1990 - 4/1995
Cost:	\$14.5m
AE Fee:	\$1.65m
Firm’s Role:	Design and Architect of Record

Key Personnel:

Buzz Yudell, FAIA, Partner-in-Charge, Renovation/Addition
Chris Hamilton, Principal-in-Charge
Kaoru Orime, Space Planning, Color & Materials
Tyler Schmidt, Code/Life Safety

Client References:

Allison Benedetti, Director, Arts, Music and Powell Libraries
T: 310-206-8746 E: abenedetti@library.ucla.edu

Peter E Hendrickson, AIA, Assoc Vice Chancellor, Design & Construction, University of California, Los Angeles
T: 310- 825-0256 E: phendric@capnet.ucla.edu



Collaborative visioning workshops with library staff

The Powell Library project is a continuation of over 30 years of work on this historic structure. One of the four original and most distinguished buildings on the UCLA campus, Powell continues to evolve to better serve the needs of the campus and student communities.

The current work began in 2015 as visioning for the renovation and adaptive reuse of Powell intended to shape the library towards a forward looking, more people-centric experience. Subsequent feasibility studies for the building led to Moore Ruble Yudell's follow-up programming, Tier 1 and 2 seismic studies, and detailed cost evaluations. This work enabled the University to leverage scarce funding sources and adapt the building for future generations.

Responding to Context

Powell Library provides a special context to explore new and changing conditions of a library program within an historic setting. The library is in the process of transforming from a facility that stores information to one that supports and enables investigation into a range of electronically obtained sources. With this change, the library is becoming people, rather than, book-centric. This triggers a reevaluation of the types of spaces appropriate for the library – to identify program and space that is desired and those that may no longer be necessary.

Understanding Opportunities

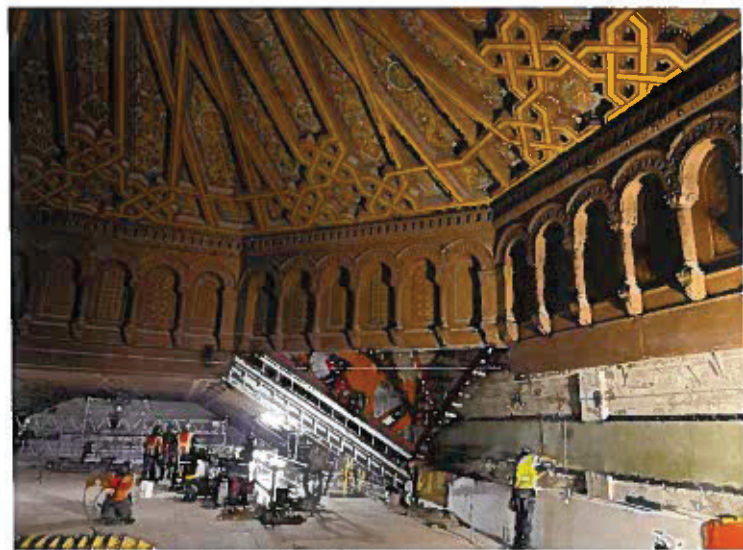
The study was divided into a set of broad exercises – gathering, analyzing and documenting to develop an understanding of the library's needs, and goals. The process included evaluation of existing conditions, investigation of emerging trends and analyzing precedents. Through understanding the conditions within Powell, a basic sense of "What Works / What Doesn't" emerged. A more focused investigation into the spaces identified as "Not Working" become opportunity areas for imagining a new Powell.

Collaborative Process

The process included meetings, presentations and an interactive workshop with a wide range of staff, both from Powell and the greater UCLA librarian community. The ideas and observations developed at the workshop formed the "raw data" that was used to develop potential interventions into reconfiguring Powell's physical framework and investigating how the library might grow to better serve its student community.

Developing Options

Plans were developed to illustrate options from simple and straightforward to ones involving development of significant new architectural interventions. One key goal emerged– the reduction and relocation of stacks. Other proposed improvements would be undertaken in a phased implementation.

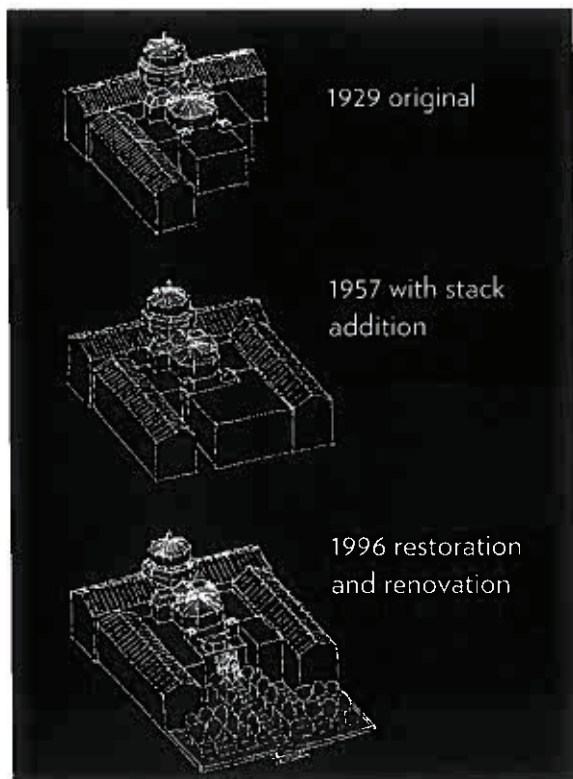


Careful Restoration per Secretary of Interior standards

Laser technology provides accurate images of existing structure



New south facade is a sensitive renovation to the historic building



Moore Ruble Yudell's original work on Powell came from the need to fortify against seismic disturbances, provide better access for the mobility-impaired, and upgrade its building systems. The University also wanted to create a better-organized and more efficient facility, making the building easier to move through and use, and provide for current and future technology demands. In addition, this was an opportunity to create an appropriate new south façade and courtyard for the historic College Library. By clarifying circulation, the 162,000 SF building was made fully accessible to the mobility-impaired while also making the programming and use of the building more efficient. The new stack of south reading rooms brings light into formerly dark spaces and provides an informal reading room for the library's users. Materials, proportions and details are carefully composed to allow the south façade to take its place within this historic building as an appropriate and sensitive, yet fresh, addition. Powell Library has continued to be a dramatic new center for campus life. It is the first building on the UCLA campus to receive a National American Institute of Architects Honor Award.

UCLA Faculty Club

University of California, Los Angeles



Key Relevance:

- Historic building renovation and preservation
- Creative use of limited budget
- Donor and fundraising support
- Accommodates meetings and events
- Integrated display of campus owned artwork
- Los Angeles Conservancy Preservation Award winner

Location: Los Angeles, CA
Scope: Seismic and Infrastructure Improvements
Size: 30,000 GSF
Date: 12/2019 - 12/2022
Cost: \$6.3m
AE Fee: \$1.25m
Firm's Role: Design and Architect of Record

Key Personnel:

Buzz Yudell, FAIA, Design Partner
Clover Linne, Project Manager
Tyler Schmidt, Code/Life Safety

Client References:

Victoria Steele, Ph.D., Distinguished Librarian Emerita,
Curator Emerita, UCLA Public Art Collection
E: vsteele@ucla.edu T: 310-825-0877

Eric Heggen, RA, Senior Project Manager
UCLA Capital Programs, Design & Construction
E: eheggen@capnet.ucla.edu T: 310-267-4823

Awards

Los Angeles Conservancy 2024 Preservation Award:



Mid-Century Modern qualities are preserved and enhanced

The renovation of the 30,000 sf 1959 Mid-Century Modern Faculty Center preserves and enhances the key defining qualities of its architecture and landscape. Its post and beam architectural style is unique to the UCLA Main Campus. The center contains a rich mix of meeting rooms, event spaces, and dining, all with adjacent outdoor patios.

Carefully considered improvements are based on understanding the existing conditions, code requirements, sustainability goals, current and future needs and uses. Moore

Ruble Yudell worked closely with UCLA to strategize and coordinate the scope items to be included within the project budget. Seismic upgrades, kitchen and restroom upgrades, and new roofing were project priorities.

With the help of Moore Ruble Yudell to develop further design visions used for fund raising, the Faculty Center was successful in securing needed donor funding for enhanced program spaces.





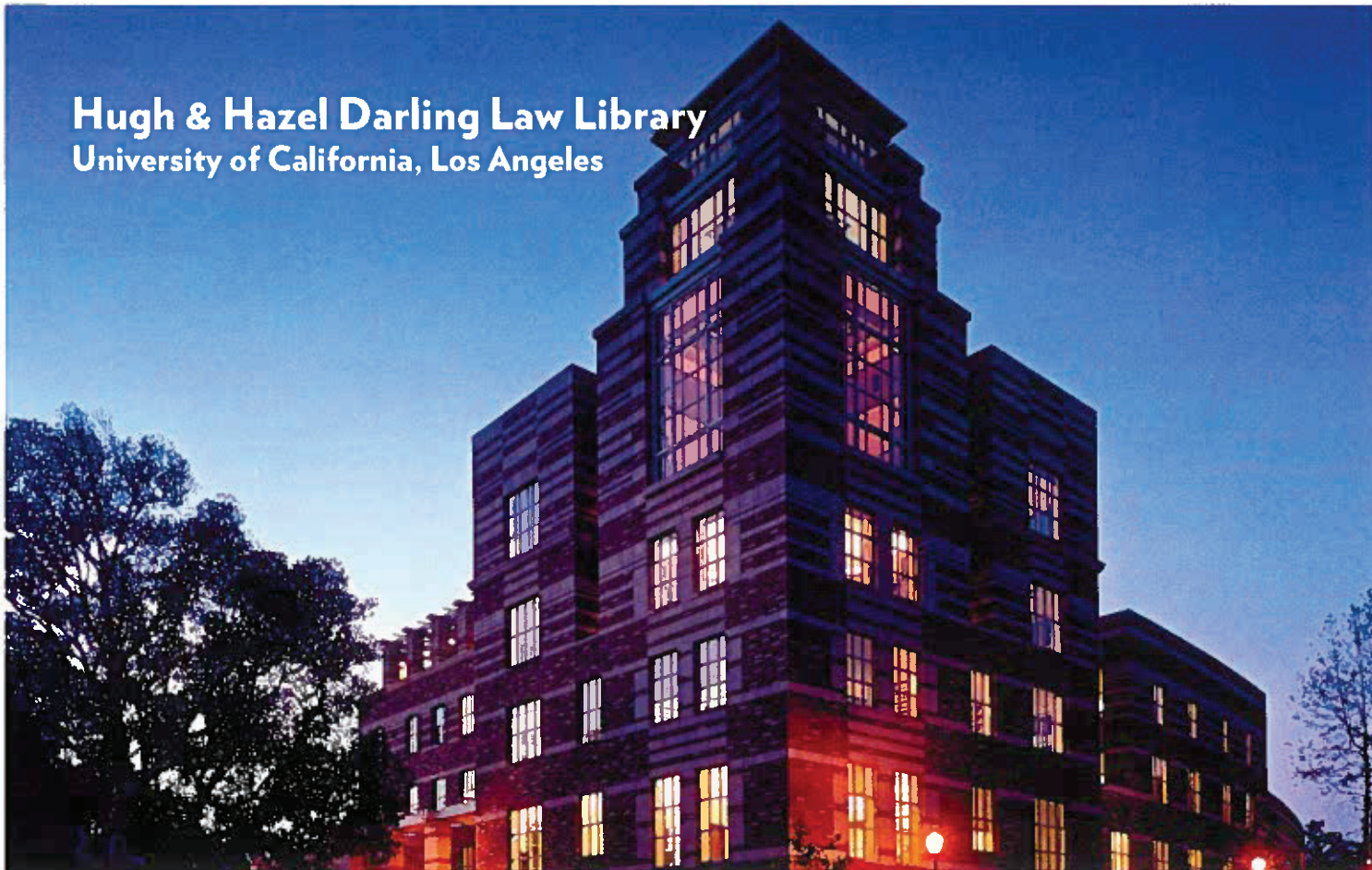
Above and right: We worked with UCLA's curator to relocate and install mid-century murals and sculpture in the facility.





Hugh & Hazel Darling Law Library

University of California, Los Angeles



Key Relevance:

- Building renovation and addition in historic context
- Careful organization of library collection with stakeholders
- Circulation and accessibility improvements
- Accommodates meetings and events
- Custom furnishing and lighting harmonize with identity

Key Personnel:

Buzz Yudell, FAIA. Design Partner

Client References:

Susan Westerberg Prager

Dean Emerita Southwestern Law School (retired)

E: sprager@swlaw.edu

Charles Cannon

University of California Berkeley School of Law (retired)

Haas School of Business

E: cgcannon@berkeley.edu

Hugh & Hazel Darling Law Library takes full advantage of its restricted site at a busy campus gateway to create a major icon for entry into this campus district. A corner tower with spectacular views to the city and mountains establishes a strong identity for the entire Law School.

The new addition and renovation clarifies movement within the library which had evolved in a haphazard way. Library spaces function at multiple scales from the individual, to small groups, to large campus gatherings. Daylight washes the renovated main reading room thru a new skylight and a dramatic top lit stair connects all levels providing vertical continuity. A special multi-use reading room at the corner tower establishes pride of place for the Law School community.

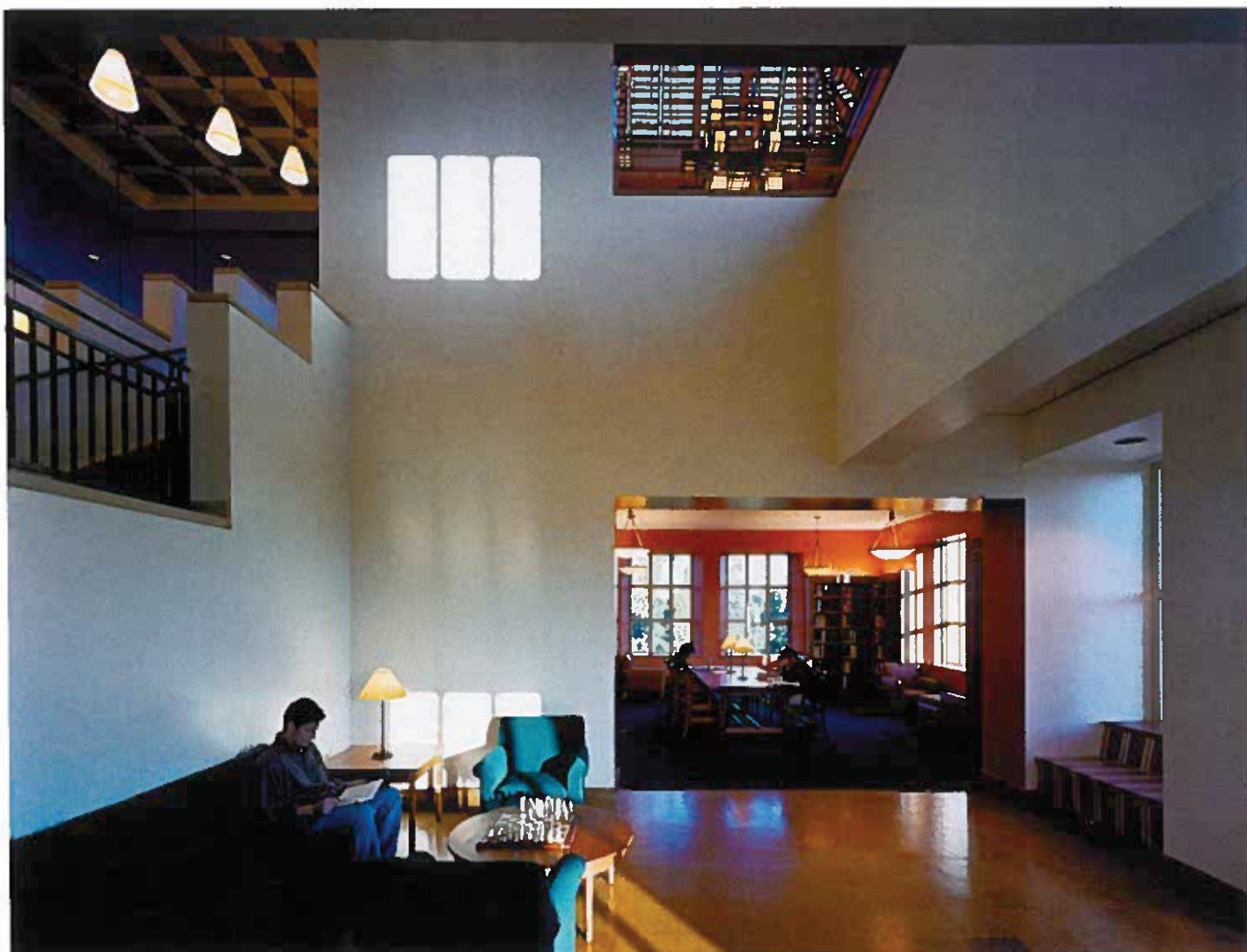
Location:	Los Angeles, CA
Scope:	Renovation and Addition
Size:	72,700 SF New, 47,600 SF Renovated
Date:	1998
Cost:	\$20m
Firm's Role:	Design and Architect of Record



Iconic tower reading room became campus destination

Daylight, material and color enliven space





Library provides spaces of diverse scale and character

Faculty Club Renovation and Addition

University of California, Santa Barbara



Key Relevance:

- Place of community engagement
- Historic building renovation and restoration
- Major interior remodel
- Accommodates meetings and events
- Addition maintains historic character and identity

Location: Santa Barbara, CA
Scope: Renovation and Addition to historic building
Size: 15,000 GSF New
15,000 GSF Renovation
Date: 8/2012 - 9/2016
Cost: \$13.9m
AE Fee: \$1.75m
Firm's Role: Design and Architect of Record
Sustainability: LEED Silver

Key Personnel:

Buzz Yudell, FAIA, Design Partner
John Ruble, FAIA, Design Partner
Chris Hamilton, Project Manager (through CDs)

Client References:

Marc Fisher, AIA, Vice Chancellor for Administration Services, UC Berkeley (former Campus Architect, UCSB)
E: vca@berkeley.edu T: 510-642-3100

Willie Brown, Associate Vice Chancellor for Housing, Dining, and Auxiliary Enterprises UC Santa Barbara
E: willie.brown@auxiliary.ucsb.edu T: 805-893-2760

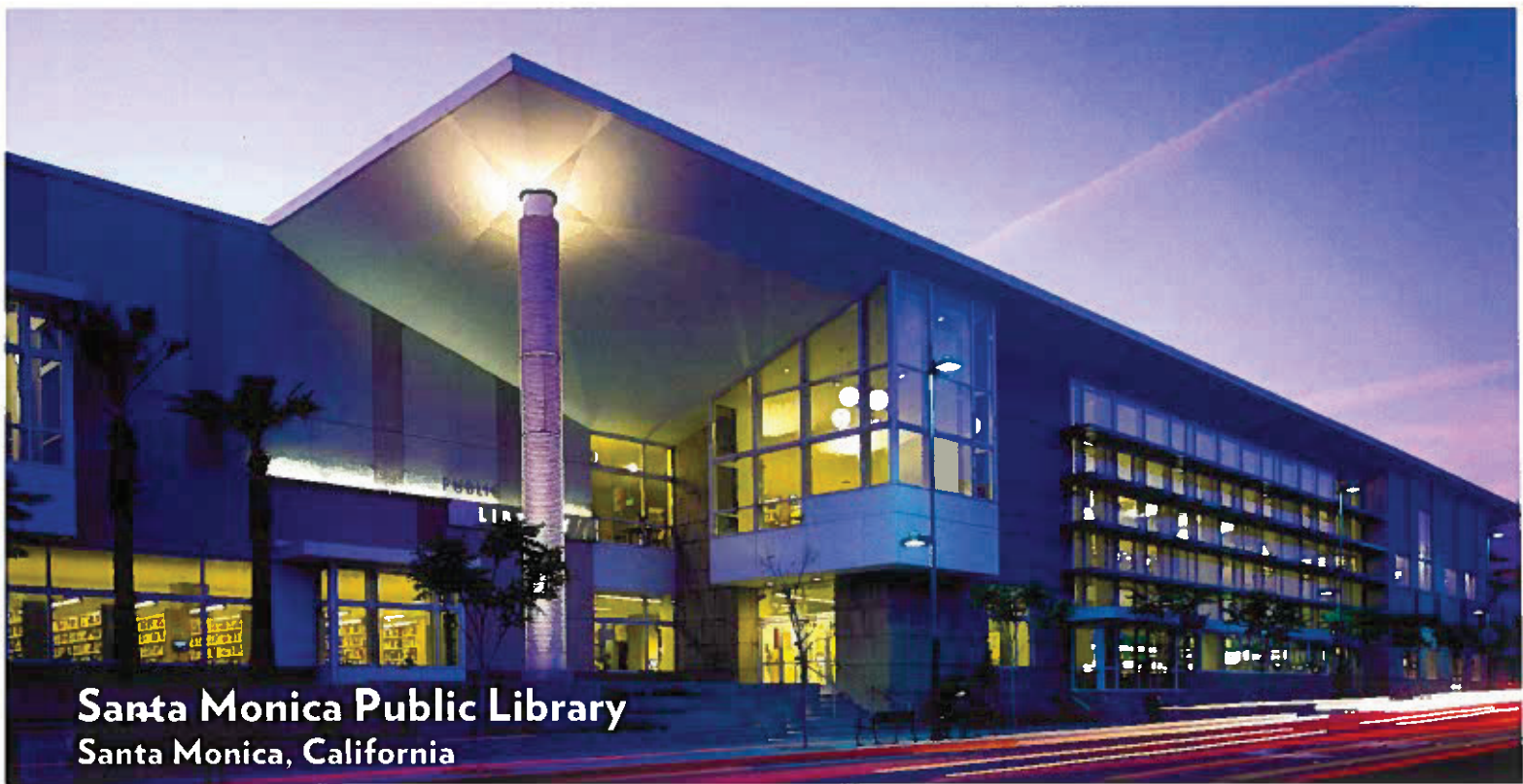
Original lighting is restored with new sustainable technology



The UCSB Faculty Club is a comfortable and private center with a breathtaking view of the campus lagoon against a background of coastline, ocean, and offshore islands. Originally designed by Charles W. Moore in 1969, the club has been heralded as an architectural icon.

Our design approach was to articulate the project into three distinct areas of change: *restoration, adaptive re-use, and addition*. The extreme challenge of existing physical repair was addressed with early detailed survey, use of BIM modeling, and intensive follow-up during construction. Significant features include:

- Replacement of entire interior/exterior finishes, insulation, fenestration, roofing, and detailing
- Conversion of complex exterior system of interstitial plaster walls and wood trusses into interior spaces using skylights to maintain architectural character for the long term future
- Restored and expanded main dining room, with improved daylight, systems, and circulation, adding color to enhance architectural layering of walls and windows



Santa Monica Public Library

Santa Monica, California

Key Relevance:

- Place of culture, learning, and discovery
- Dynamic venue for wide array of public activities
- Community engagement during design
- Accommodates exhibitions and informal presentations
- Incorporates historic city mural artwork
- Santa Monica's first LEED Gold public building

Selected Awards

- AIACC Design Awards "Savings By Design"
- Southern California Chapter American Society of Landscape Architects Honor Award for Environmental Sustainable Design
- Chicago Athenaeum American Architecture Award
- Southern California Development Forum Honor Award
- International Interior Design Association Calibre Award for Environmental Leadership

Location:	Santa Monica, CA
Scope:	New Library with relocation of collections and murals
Size:	109,000 SF
Date:	7/2001 - 10/2005
Cost:	\$58m
AE Fee:	\$5.3m
Firm's Role:	Design and Architect of Record Design/Build project with Morley Builders
Sustainability:	LEED Gold

Key Personnel:

Buzz Yudell, FAIA, Design Partner
John Ruble, FAIA, Design Partner
Kaoru Orime, Color and Materials

Client References:

Erica Cuyugan, Assistant City Librarian
E: erica.cuyugan@smgov.net
T: 310-458-8640, 424-330-923

Greg Mullen, former Director of Library Systems/City Librarian (Retired)
E: gregmdelrey@gmail.com
T: 310-390-2821

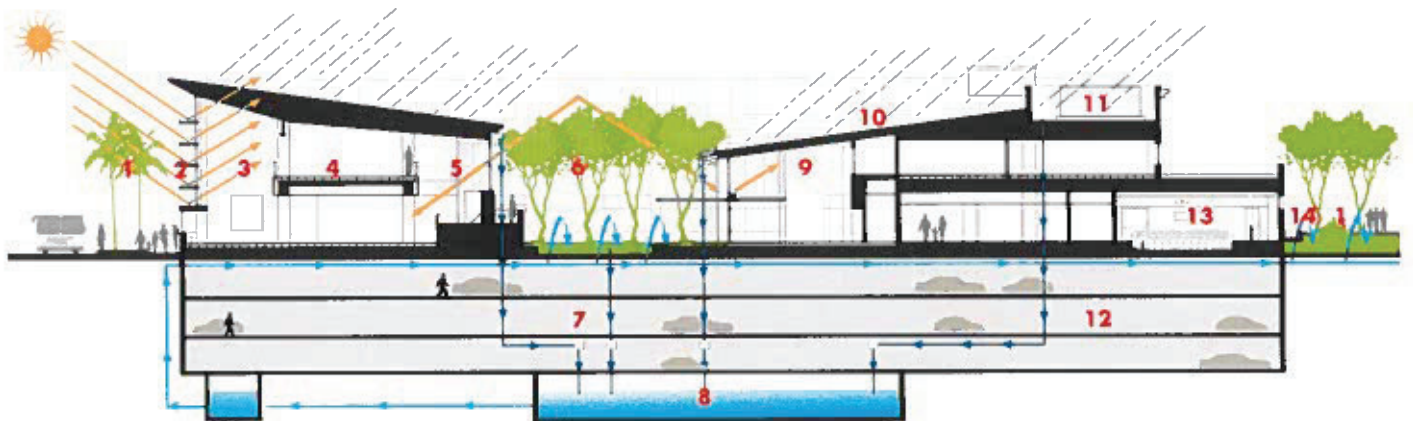


Welcoming spaces earned the library its title of the “Living Room of the City”

A desire to reflect the character of Santa Monica is combined with a response to community priorities and expectations for a landmark building that will serve the public well into the 21st century. The design makes extensive use of controlled daylight, providing views into and out of the building to enhance community awareness and encourage public use.

Designed through a series of community meetings, the library responds to Santa Monica’s breezy context with large sun-shaded windows, modest but civic scale, and the counterpoint of colorful courtyard gardens carved out of the two-story volume.

At the center of the whole is a large enclosed garden court containing a small café with wireless connectivity. The north court and central garden/café combine with a 200-seat auditorium and multi-purpose rooms to offer multiple venues for public use. In addition, a small museum and flexible spaces can alternately accommodate exhibitions and informal presentations.



Inverted “impluvium” roof and underground cistern to collect rainwater for landscape



Shaded windows provide soft light for popular reading room



Custom designed central circulation desk seamlessly integrates technology



Flexible space accommodates exhibitions and informal presentations



Garden court café design integrates site-specific artwork by Carl Cheng "Underwater Canopy" inspired by marine life in Santa Monica Bay



The Library serves as an urban oasis

(B) Proposed Scope of Services



UCLA Hugh & Hazel Darling Law Library with ample daylighting

**“ Our students and faculty have flocked
to the new library, offering clear
testimony that this wonderful new
facility succeeds as a center for legal
research and study at UCLA. ”**

**—Myra Saunders, Librarian,
UCLA Hugh & Hazel Darling Law Library**

Proposed Scope of Services

Overview of Scope

The Harrison Memorial Library project represents a remarkable opportunity to update this historic structure to modern standards, while preserving its historic character and rich cultural heritage. Moore Ruble Yudell's proposed scope of services includes validation of the current programming and concept design, architectural design and engineering necessary to provide seismic upgrades, accessibility improvements, and support modernization of the library facilities and operations. The scope will include updates to building systems, including electrical, HVAC, lighting, technology, and low voltage systems. The project is further intended to enhance the building's sustainability and energy efficiency with a optional, desired LEED Gold certification.

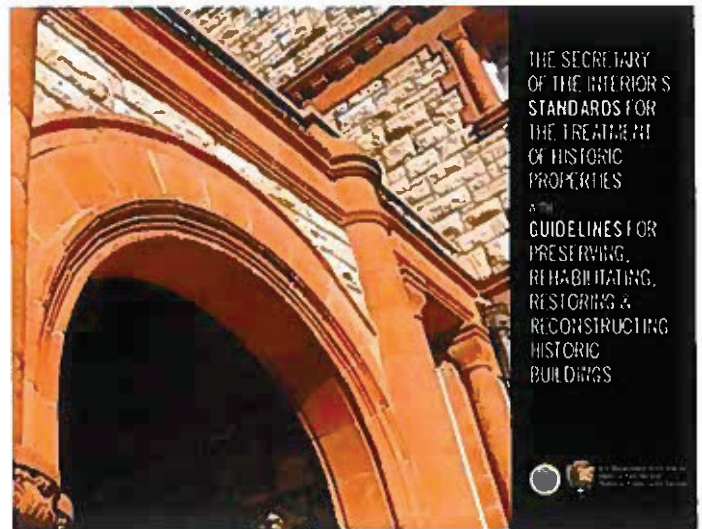
Moore Ruble Yudell will work closely with the project stakeholders to confirm and refine our proposed approach to address the unique schedule and deliverable requirements for the Harrison Memorial Library renovation, including general project milestones, stakeholder participation, design review and approvals, cost and constructability reviews, local and regional agency approvals, interface with local utilities, and potential donor involvement. The following outlines our current understanding and serves as the basis of our proposed workplan and schedule.

While we have made every effort to accurately reflect and describe the scope of work for the Harrison Memorial Library project, we understand that adjustments are often required to address new or unforeseen conditions or requirements.

The work is anticipated to occur over the following primary phases:

- Concept and Program Validation (Conceptual Design Refinement)
- Schematic Design (30% Submittal & Design Review)
- Design Development (75% Submittal & Design Review)
- Construction Documents and Permit (100% Submittal)
- Construction Bid Support (Bid Package and Services)
- Construction Observation
- Post-Occupancy Review

Our proposed scope of work will start with a validation of the currently developed conceptual design to confirm or refine proposed seismic, accessibility, and programmatic updates, including verification of library and community stakeholder needs and desires. The conceptual design may be refined, updated, or adjusted to address updated project requirements based on stakeholder requests and as confirmed by the project's decision makers.



As part of the concept review our work will include evaluation according to the Secretary of Interior's Standards for Historic Properties to establish appropriate criteria and recommendations for the renovation work, including the definition of preservation zones based on significant historic character defining features, contributing historic features, and non-contributing features.

The design and documentation effort will primarily focus on the interior of the building to minimize impacts to work already completed on the exterior, including the recent completion of exterior painting. As the building is a historic structure, we anticipate the need for hazardous materials review and related documentation for contractor remediation as part of the renovation work. A limited site survey will be required to assess conditions and include provisions for an accessible north entrance.

The design will be further developed and documented through the Schematic Design, Design Development, Construction Documents and permitting phases of work. Project scope includes early meetings and reviews with required agency and utility partners to facilitate successful review and approvals for the project. We understand that the renovation work may be performed as a traditional renovation or as a phased approach where the library can remain operational during construction. Both options are addressed within this proposal. After the completion of construction and resumption of library operations, our proposed scope includes post-occupancy review of the updated facility to evaluate if programmatic, design and operational needs have been met.

The project's proposed scope includes the following deliverables provided by phase, as indicated. Please see *Section C – Approach to Architectural Services* and *Section D – Project Timeline and Schedule* for additional details.



Concept and Program Validation

At the completion of this phase, our team will provide an updated concept design and programming document that will serve as the basis-of-design for the project, including:

- Overall project goals and priorities
- Design narratives to describe project needs and requirements, by discipline
- Sustainability goals
- Building code, fire life-safety, and planning requirements
- Detailed space list with program areas
- Conceptual plans and renderings
- Conceptual cost estimate

Schematic Design

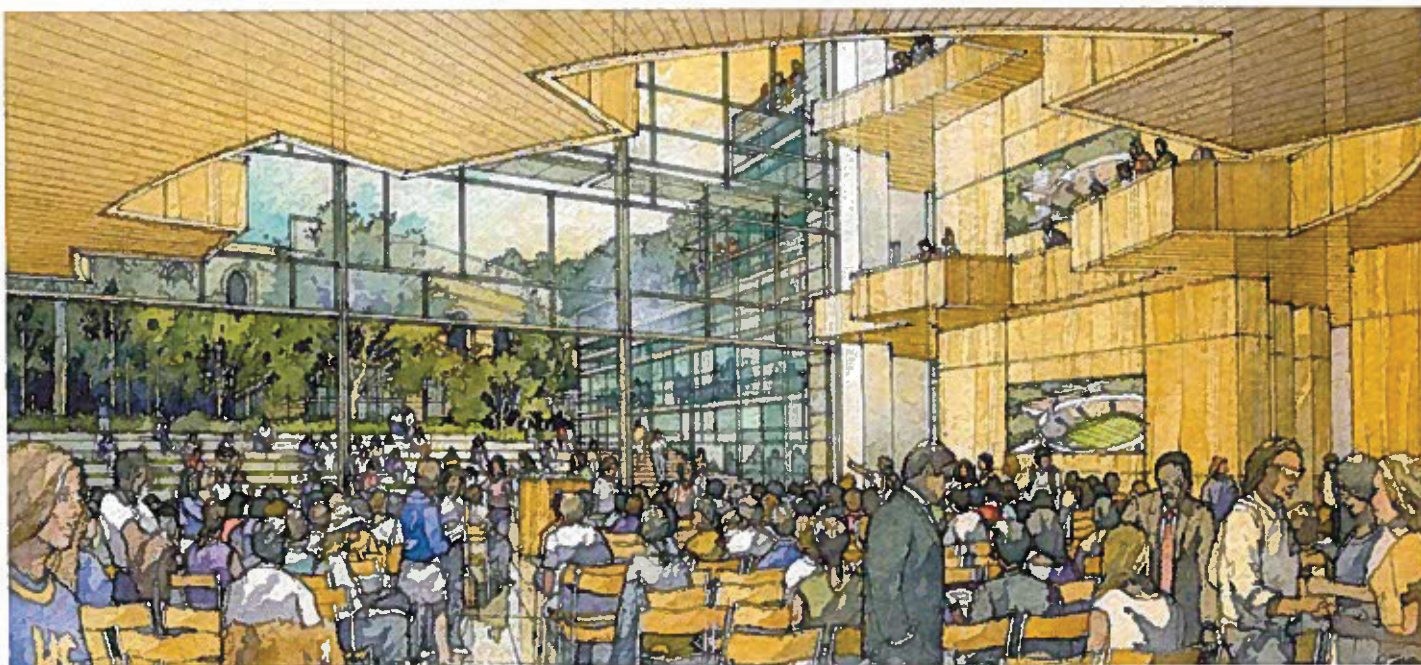
The schematic design documents will include:

- Updated design narratives to describe project needs and requirements, by discipline
- Applicable zoning and code identification, location and other project information
- Site survey and site plan
- Floor plans illustrating all programmed and non-programmed spaces
- Diagrammatic sections and elevations (if needed) to further describe the design intent
- Updated space list with program and design areas
- Building systems diagrams and descriptions
- Preliminary energy modeling
- Preliminary water efficiency design calculations
- LEED checklist (optional)
- Preliminary finish and materials selections
- Updated renderings of key spaces
- Schematic cost estimate

Design Development

The design development documents will include:

- Written response to prior phase comments
- Zoning and code identification, location and other project information
- Site survey and site plan
- Floor plans illustrating all programmed and non-programmed spaces
- Interior sections and elevations
- Exterior sections and elevations (if needed)
- Preliminary door and window schedules
- Preliminary details needed to describe design intent
- Furniture and lighting plans
- Preliminary furniture, fixtures, and equipment (FFE) selections
- Updated space list with program and design areas
- Structural and building systems plans
- Updated energy modeling
- Water efficiency design calculations
- LEED tracking of design credits (optional)
- Updated renderings of key spaces
- Updated finish selections
- Progress specifications, including preliminary information for required submittals, information available to bidders, inspection requirements, warranty requirements
- Updated cost estimate



Construction Documents and Permit

Final construction and approved permit documents include:

- Written response to prior phase comments
- Zoning, code requirements, location, construction type, occupancy, areas and required project information for agency review and approval
- Site, survey, and floor plans
- Interior sections and elevations
- Exterior sections and elevations (if needed)
- Door and window schedules
- Finish and lighting plans and schedules
- Final FFE selections and schedules
- Structural calculations and drawings
- Required building systems drawings
- Final energy calculations
- Water efficiency design calculations
- LEED design submission (optional)
- Final specifications
- Bid instructions and special provisions
- Final cost estimate

Construction Bid Support

The permit documents will be combined with additional information required for bidders to provide their construction bids, including the instructions to bidders, insurance requirements, project schedule requirements, addenda, or other project clarifications. During the bid process, our scope includes:

- response to pre-bid questions
- issue addenda, if needed, to clarify or address project requirements

Construction Observation

During construction observation, our scope includes:

- periodic site observation to observe the progress of construction and general conformance to the construction documents (approx. 10*)
- field observation reports
- respond to RFIs and construction submittals
- review substitutions requests
- issue bulletins, if needed, to address changes to the project
- if desired, review construction pay applications and change order requests for appropriateness and validity
- issue record drawings from contractor's as-builts at completion of construction

*quantity to be confirmed, shown as referenced in RFP



Project Management

Our inclusive, exploratory design approach is supported by active and agile project management, a practical approach which manages change consistently and effectively. We work towards a deep understanding of project goals and challenges, recognizing that both the team and the individuals must be flexible, adaptable, and agile. Through our work with the library's different stakeholders to understand specific needs, we can anticipate concerns and make meaningful changes to adjust to new situations.

Moore Ruble Yudell will actively manage and coordinate the work of the project design team throughout the duration of the project. We will develop a clear project roadmap in close consultation with the project stakeholders and leadership. Using Microsoft Project, this roadmap will be developed into a detailed project schedule used to track and manage the project progress from initial concept validation through design, documentation, and permitting, until the start of construction.

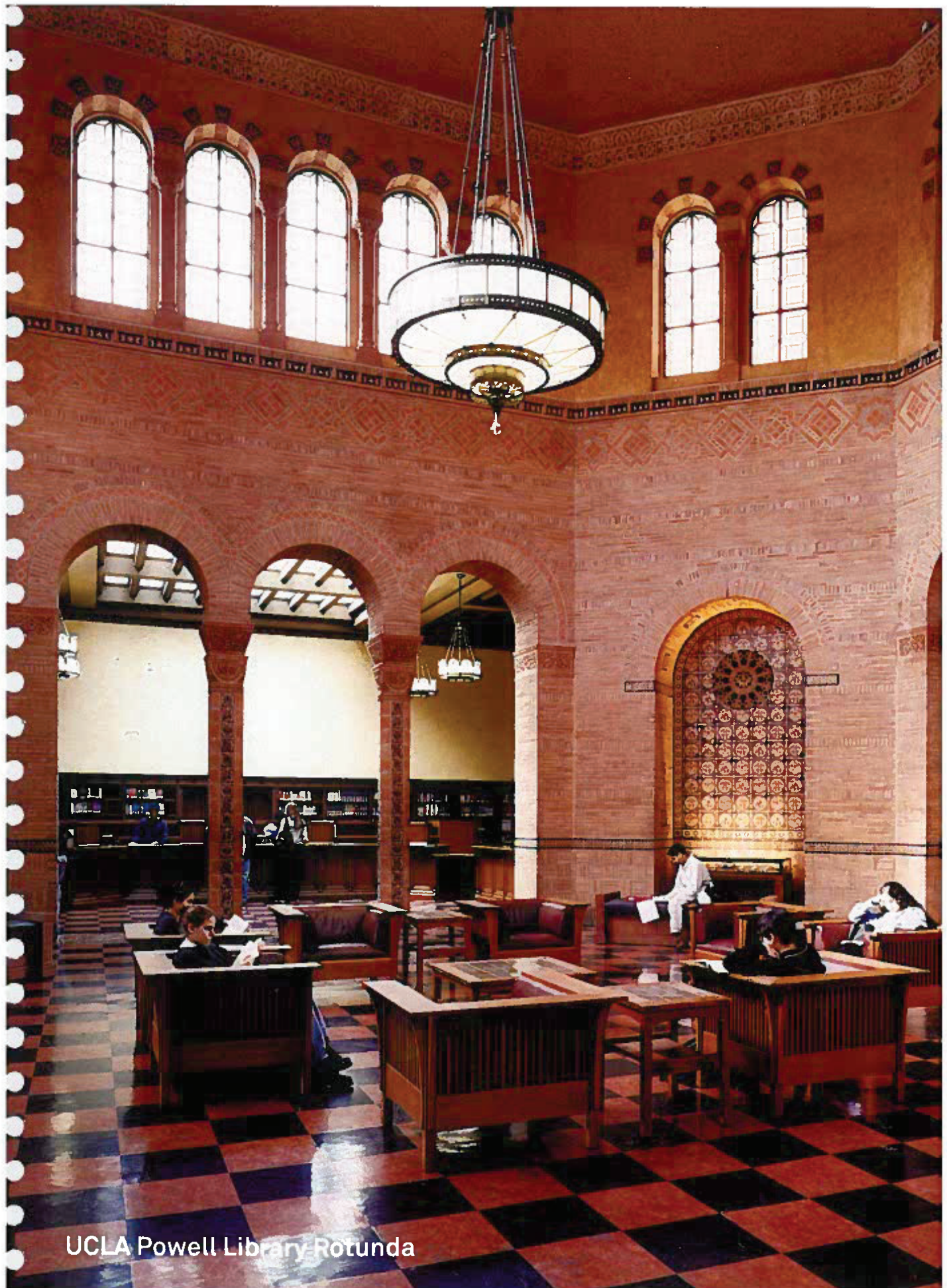
Our role in managing the project will include active leadership and participation in client meetings, presentations, and stakeholder workshops throughout the validation and development of the design, including:

- Agenda development and meeting summaries for project meetings
- Bi-weekly core team managements video-conference meetings
- Monthly in-person progress meetings with City representatives
- Core team review meetings (up to 3*)
- Regular progress check-in meetings (up to 5*) with key project stakeholders
- Page turn review meeting at the end of schematic design
- Presentation to Library Board of Trustees, City Council, CPLF Board
- Community engagement meetings (up to 3*)

*quantity to be confirmed, shown as referenced in RFP

While we have made every effort to accurately reflect and describe the scope of work for the Harrison Memorial Library project, we understand that adjustments are often required to address new or unforeseen conditions or requirements. Our management style and process is intended to be responsive and flexible to accommodate changes or requests that originate from the client.

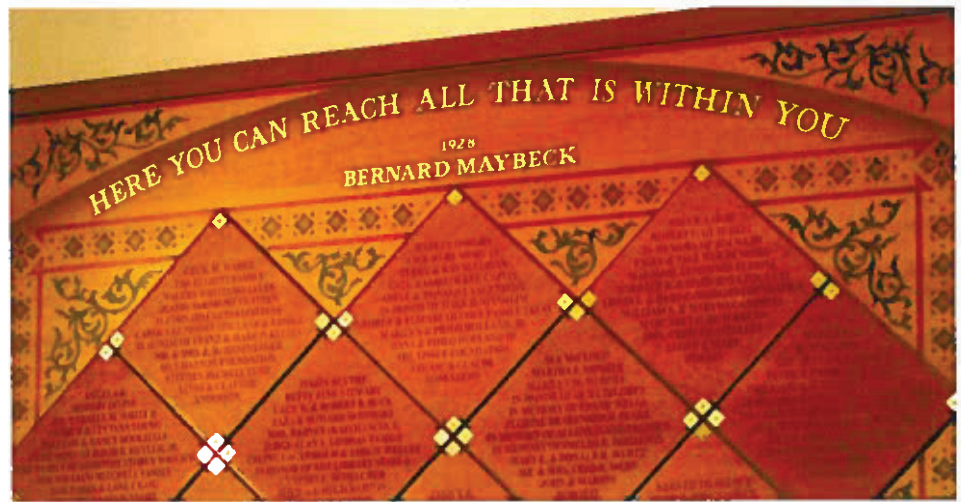
(C) Approach to Architectural Services



UCLA Powell Library Rotunda

**“ Typical of much of their brilliant but
self-effacing work, they have made the
existing buildings participate in the
surrounding campus better than they
ever had, while making old and new to
feel “of a piece.” ”**

**— Charles Warner Oakley, FAIA, Former
Campus Architect and Assistant Vice
Chancellor for Design and Construction at
UCLA**



(C) Approach to Architectural Services

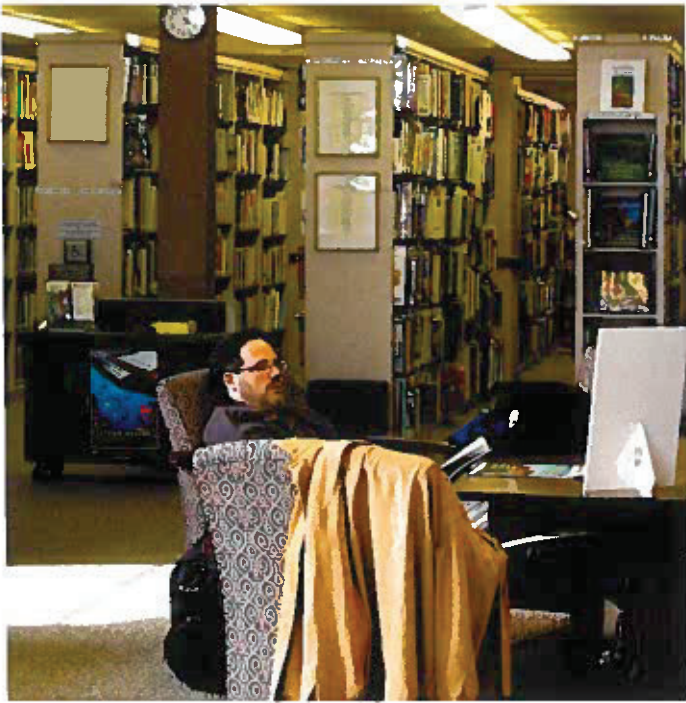
The renovation of the Harrison Memorial Library presents a transformative opportunity for the City of Carmel-by-the-Sea to expand its rich history of library services, from the inception of the Carmel Free Library Associations in the early 1900's, to the construction of the Harrison Memorial Library in 1928, to serving and supporting the community for the next hundred years. The anticipated and much needed seismic, accessibility, and modernization upgrades will breathe new life into this beloved community resource, enabling the library to continue and expand its role as a cultural and community center for Carmel.

There are a number of important aspects that will shape and define the success of the Harrison Memorial Library renovation project beyond the critical and fundamental upgrades to increase seismic safety for the staff and community and provide equitable access throughout the building. We currently understand these include the following:

- maintain and improve the operations of the library facility
- modernize, where appropriate, the services provided by the library
- respect the historic character and atmosphere of the original M.J. Murphy and Bernard Maybeck design
- outreach to the Carmel community, identify key community concerns and desires
- manage the city and building department approval process
- confirm appropriate phasing to optimize impacts to the library, community, and construction costs
- support fundraising efforts

At Moore Ruble Yudell, we believe that successful design begins with listening, continues with understanding and exploration, and is realized in the ways it serves and inspires its users every day. Throughout the project we will partner with the library and community stakeholders, the City, and CPLF to evaluate, confirm, and address these core concepts, and any others critical to the success of the project.

Core to our work is a deep understanding of the buildings we design or renovate, infusing the function with character and a spirit of place. We elevate the tangible elements that you can see and touch, to the poetry of experience.



Confirm Stakeholders and Schedule

At the beginning of the project we will work with you to confirm a clear understanding of who are the key stakeholders and what are the schedule requirements, with particular attention to City and other agency approval processes and fiscal calendars. We find it beneficial for all participants to schedule key milestones, meetings, and workshops for the entire length of the project, with detailed scheduling for each coming calendar year.

Define goals, challenges, and priorities

Early in the design process, we recommend a workshop with key leadership to develop a consensus on broad goals, challenges, and priorities for the project. This will serve as a guiding compass for decision making throughout the programming and design process.

Communications and decision making

Establishing clear protocols for communications and decision making is essential to an efficient and effective process. We will work with you to understand the roles of all stakeholders including City and library staff, relevant community and agency representatives, the broader Carmel community, potential donors, and others as appropriate.

Engagement and Outreach

Engagement with stakeholders is most effective when it happens at multiple scales, from library staff to user to the whole community. While interviewing both individuals and small focus groups will yield invaluable information, we also recommend workshops with cross-constituent conversations to better inform and align decisions.

Importance of renovation and reuse

Renovation projects present the most sustainable approach to building for the future, providing modernized facilities and services while simultaneously preserving important historic resources.

The historic nature and central location of the library presents unique opportunities for strengthening synergies with the broader community and activating a lively civic environment. By leveraging design and programmatic initiatives that encourage and expand uses beyond those of a traditional library, the project can achieve significant added value to the community.

For UCLA's Center for World Arts and Cultures, we were charged to transform the former Women's Gymnasium into a high-tech home for the Center. While the building had great historic fabric, its interior was dark and inflexible. Leveraging funds for seismic improvement and from donors, we respected the historic fabric, while transforming the interiors with daylight, flexible spaces, and sophisticated AV and performance technology.

Project Phasing

We often see construction phasing become an important factor related to the successful completion of renovation projects. A traditional approach to renovations, temporarily closing a facility in order to renovate the building, is likely the most cost-effective and fastest approach to completing much-needed building improvements. However, this approach does not consider other important aspects of success. We understand that a complete closure of the Harrison Memorial Library can have an adverse impact on the community that the library serves. Funding may also not be available at the outset of the project to complete the full extent of needed renovations.

Our proposal includes a standard and a two-phase approach to construction. The two-phase approach is intended to allow the library to remain open during construction, while minimizing the overall impacts to cost and the construction schedule. Please see *Section D – Project Timeline and Schedule* for additional information.

We encourage early discussions with key project stakeholders to better understand the impacts and further explore alternate and creative approaches to address concerns such as those noted above. Strategies could include temporarily re-purposing portions of the Park branch library to continue operations or finding other temporary nearby facilities. Implementing a pop-up library or book-mobile type service can aid both in distribution of books and provide scheduled community gathering locations throughout the city.

Library Operations (Planning / Programming)

Public libraries are complex, continuously evolving institutions. Beyond the physical building, libraries are made up of the people that work there, the collections of books and materials that are contained within, the technologies that are incorporated into daily use, the services and programs that the library provides. Most importantly, libraries are community centered. Much as the City of Carmel-by-the-Sea's library system has evolved over time from its origins as the Carmel Free Library Associations to its current incarnation, it will continue to evolve to address the needs of future Carmel generations.

Trends in public libraries are reflections of trends in society in general. Because a public library serves everyone, how service is delivered is dependent upon understanding societal trends in multiple dimensions. While one current trend towards technology and web-based access to information are important to understand and incorporate into future library operations, increased use of public libraries in the United States and internationally have belied the idea that libraries are no longer necessary. Indeed, the role libraries serve in our communities is more important than ever.

With the emergence of E-books and E-media as strong and growing segments of a library's collection, non-traditional uses including maker spaces, digital media centers and demonstration kitchens, equipped with the latest technology and a wide variety of tools and equipment, provide a springboard for new forms of 21st century literacy.

Now, more than ever, the public library is about inspiration and creativity, engagement and community involvement, digital inclusion (bridging digital divides in technology access, learning and mastery), building partnerships and learning, both formal and informal. With new technology available to the public and new spaces that stress community and collegiality, public libraries are facing the challenges and risks of evolving from book-centric institutions focused on collecting to people-centric institutions focused on creativity, inclusion and discovery.

The Center for the Future of Libraries, created by the American Library Association, has researched and developed an extensive range of resources for understanding the future of libraries (<http://www.ala.org/tools/future/trends>). The range of possibilities, grouped into broad categories, will serve as a useful discussion point as we work together to craft appropriate facilities to support the future of the Harrison Memorial Library.

For example, one trend "Digital Native", in the demographics category, addresses the fact that children born into and raised in a digital world, post-1980, may work, study and interact in



very different ways from "digital immigrants" or people born a generation prior to 1980. The library services and experiences offered to digital natives/tech savvy individuals will be vastly different than those traditionally offered by a public library.

As part of our work with the city and library staff, together we will take a close look at what technologies, services, and programs will best serve the needs of the Carmel community – often a range of options to address the needs of current and emerging generations – digital natives and traditional book readers alike.

Working with staff and stakeholders, we anticipate meetings and outreach to occur at multiple scales of involvement, to understand each group's unique questions and needs:

Staff – meetings with key administrators, meeting with supervisors, meeting with front line staff. Determine what they feel are the most important issues facing the library, what they hope to see in the future, what works for them and what doesn't work, what changes are needed both in services and the building.

Stakeholders – meetings or phone interviews with select individual stakeholders or small group sessions with specific groups, what are the key concerns in Carmel, what do they feel are the library's strengths and weaknesses, what they would like to see in future, what are the barriers to achieving these.

Community – public meeting(s) to present possibilities in public libraries, and ask about priorities, needs, and aspirations.



Powell Library historic chandelier sensitively updated with LED lamps

A Cultural Center for Carmel: Community and Events

The Carmel Public Library is truly the epicenter of community and culture. With its wide range of programs, spanning local to global issues and historic to contemporary concerns, it serves as a forum for civic dialogue and community building. The range of scales and types of events, including Fireside Chats, Community Nights, the Henry Meade Williams Local History Lecture Series, further amplifies the central role of the library for the community and region.

Ensuring that the Harrison Memorial Library creates an optimal environment for the outreach, events, and services of the library is essential to its focal role in the community. It will be critical that the project address the multiple dimensions that enhance the users' experience and the library's offerings.

Restoring and Renewing the Historic Building

The community deeply values the Harrison Memorial Library building. In surveys and meetings, a common theme has been to ensure that the building and traditional atmosphere we love be maintained. This is natural and appropriate for such a distinguished building and library program. To optimize its functions, while ensuring the continuity of its legacy, it will be important to treat this as the restoration and polishing a gem. At the same time, new technology and systems will be essential to support the wide range of services and events provided.

Seamlessly Integrating State of the Art Systems

Key to a successful project will be the seamless integration of new technology and systems including WIFI, digital networks, sophisticated lighting, mechanical systems, and technology to serve a full range of accessibility needs- from elevator, to hearing, to visual aids. These systems should be inconspicuous, and easily operated by staff. Their design should accommodate the full range of user experiences, from quiet study, to group work, to hybrid events (in person/ virtual). Providing staff with pre-arranged lighting and mechanical system settings for different types and sizes of events will simplify operation and benefit the experience of events.

Understanding and Designing for all the Senses

We often think first of the acoustic needs of the library, to enhance quiet study. But really, designing for all the senses is critical. Mechanical systems should ensure comfort for all seasons and all scales of events. Wayfinding and signage should reinforce the building's aesthetic while orienting users of all ages. The ergonomics of furniture and technology is important for health and performance of staff and users. Lighting is especially important for comfort and effective work and study.

The current lighting highlights a typical challenge. It may provide sufficient footcandles, but it is visually intrusive and, by virtue of its size and glare, obscures much of the architectural ceiling. The careful design of contemporary lighting will yield comfort and performance without compromising the architectural aesthetic.

Designing for Flexibility

Designing for flexibility is important for the range of services and events provided by the library. This will apply to systems such as lighting and acoustics as well as the design of furniture, fixtures, and equipment (FF&E). New furniture can be designed to be historically appropriate, ergonomically comfortable, and easily reconfigured for changing uses and events. Power, WIFI and other controls can be integrated with minimal visual impact. At the Santa Monica Public Library we designed flexible furniture so that certain spaces could change from study, to exhibition or event spaces.

While restoring and renewing the beauty and function of the historic Harrison Memorial Library, it will be critical to design for the full range of uses and events that may be offered in the future. Designing holistically for the health, comfort, and aesthetic experience of the staff and users will enhance the experience of this legacy library and ensure its continued vitality as a cultural epicenter.

Historic Considerations

The Harrison Memorial Library building embodies a unique architectural and cultural legacy at the heart of Carmel. It is treasured by the community and region and has been a landmark since 1928. It was designed and built by M. J. Murphy, in collaboration with Bernard Maybeck, a brilliant pioneer of California architecture whose national and global reputation has only increased with time. Beyond its provenance and pedigree, the library embodies many aspects of the unique ethos of Carmel; it has an intimate and inviting scale, it is executed with care and craft, it synthesizes key elements of California's architectural tradition including the Spanish Colonial Revival and the Arts and Crafts movement, it connects to the temperate climate and landscape. For all these reasons, the restoration must be approached with great care and attention to technical, performance, and aesthetic considerations.

The works of both Maybeck and Murphy were individually distinguished and, working together on the Harrison Memorial Library, they created the most important civic legacy in the City.

Bernard Maybeck

Bernard Maybeck is a recognized master architect who was noted for having an eclectic style reflective of the period. He trained at the Ecole des Beaux Arts and designed several European-inspired buildings for the 1915 Panama Pacific International Exposition. His work in the 1920s reflects period revival styles popular during the time, including the Spanish Colonial Revival Harrison Memorial Library. Maybeck is known for choosing a style specifically for the needs of each project, and emphasizing the relationship of interior space, external setting, structural design, and light.

M. J. Murphy

Michael J. Murphy was the pre-eminent Carmel designer-builder from 1901 to 1941. He was central to the development of the architectural character and scale of the village. He was a civic leader and valued for his ability to provide good design, construction and building materials. He was enormously prolific, completing some three hundred buildings in Carmel including the Carmel Art Association, the Highlands Inn, The Pine Inn, and the Harrison Memorial Library.

Ella Reid Harrison and Ralph Chandler Harrison

Every great civic building needs the support of its community. Carmel is indebted to the dedication and generosity of Ella Reid Harrison whose bequest in memory of her husband, California Supreme Court Justice Ralph Chandler Harrison, financed the construction of the Library as a memorial to Justice Harrison. The support of the Carmel and regional community will be essential to this



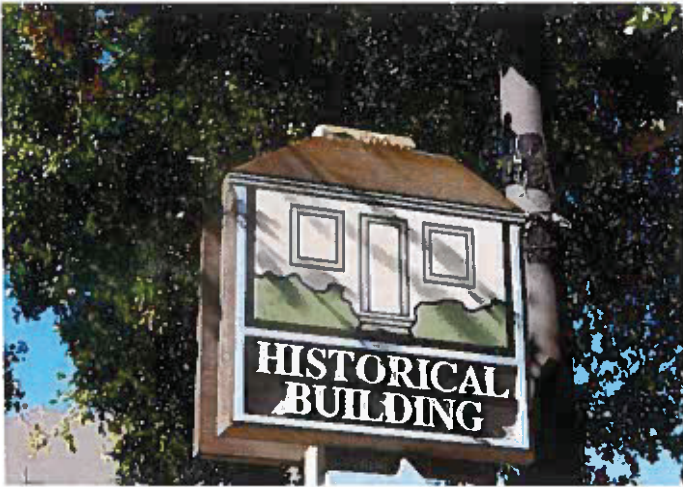
next phase of the library's service. Demonstrating and communicating deep respect for legacy and a clear vision for the future will be central to earning the community's support.

Alignment with the Secretary of the Interior's Standards

The Secretary of the Interior's Standards for Rehabilitation and for the Treatment of Historic Properties would guide the project to ensure the appropriate treatment of the significant historic features, spaces, and finishes. For the Harrison Memorial Library, the project will include the identification of character-defining features and a conditions assessment to inform the development of the project.

The Harrison Memorial Library is in a Conservation District and is individually listed on the Carmel Inventory of Historic Resources, significant for its contribution to the broad patterns of local history and for its architecture. Compliance with the Standards for Rehabilitation would ensure that the important historic features are maintained, and that this significant building – the only example of Bernard Maybeck's work in Carmel – would maintain its eligibility for historic designation.

The Secretary of the Interior's Standards for the Treatment of Historic Properties provide guidelines for reversibility in historic buildings. These propose that new alterations should be reversible without damaging the integrity of the historic property.



Respecting the Past and building for the Future

The Harrison Memorial Library is approaching its centennial in 2028. The project should not only restore the luster and beauty of the original building, it must integrate technology, systems, and furnishings that will serve and inspire the library staff and the community at the highest level for the next one hundred years.

Aesthetic Alignment

Respect for the ethos, atmosphere and essential historic characteristics of the library will be central to all planning and design. Elements that have been added over time should be carefully reviewed for their alignment with the historic building. New elements which are required for function, health, safety, and accessibility should be harmonious with the historic fabric.

Seamless Integration

Carefully designed systems for lighting, environmental controls, acoustics, accessibility, and technology should be integrated to have minimal visual impact but optimal performance and flexibility.

State of the Art Resilient Systems

Systems should be designed for longevity and ease of operations. They should be designed for resilience so that, over time, changes and updates can be made with minimal disruption to service and to the fabric of the historic building. Systems should be user-friendly for staff and users of all ages and abilities.

Community Concerns and Outreach

Carmel and the region have a strong sense of community and history. As a city with roots in the arts and culture, it is natural that the community is committed to the stewardship of its cultural legacy. Community participation will be a critical part of developing understanding and support for the project. A city with such a treasured history comes with heartfelt and diverse opinions. It will be important to invite

and welcome dialogue throughout the planning and design process. We believe that architecture begins with listening, proceeds to understanding and is completed in creating places that inspire individuals and communities. We want the Carmel community to feel great pride and ownership in the future of the library.

It is a sign of a strong community that there are, and will be, a range of concerns and aspirations for the library project. It will be important to understand these issues at the outset and to communicate effectively about our responses to these concerns and evolving issues. From preliminary conversations we understand that key questions include:

- How will the library continue operations during construction ?
- How will any impacts of construction be mitigated ?
For example, traffic, noise, dust.
- How long will construction take and will it be phased ?
- How will the project be financed ?
- How will the character and history of the Harrison Memorial Library be respected ?
- What new services and operational benefits can we expect ?
- Why does the library need such an ambitious project ?

It is healthy for the community to have and express both concerns and aspirations. Listening to and understanding the views of the community can only contribute to the success of the project.

At the outset of the Project, we would work with the library staff and the Carmel Public Library Foundation to develop a Communication and Outreach Plan that is coordinated with our overall workplan. It is important that this be developed in close response to your goals and aspirations for the library project.

Depending upon the composition of the community stakeholders, communications can be both printed and digital, using both established channels of communication from the library and local publications such as the Pine Cone. Presentations and meetings can be customized to specific groups and/or open to the public, depending upon the goals of the communication. A hybrid of in person and virtual meetings is often beneficial. In the spirit of the robust programming offered by the library, Forums could be developed to present and discuss key relevant issues such as the architectural history of the library, the evolving role of library services and so on. Social media is an increasingly valuable way to reach out to diverse ages. For many projects, we assist our clients in developing a specific project website.

We find that transparency and continuity of communications and outreach builds trust, support and confidence. The community should feel the excitement of being stakeholders in creating a dynamic and resilient future for the next one hundred years of the Carmel Public Library.

Fundraising

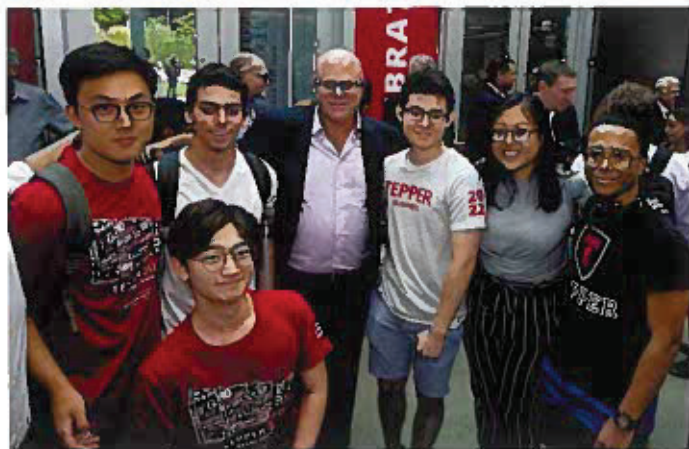
Carmel and its region are unique as culturally and environmentally rich communities. They are treasured both by those with deep roots in the community as well as those who have gravitated here more recently. Carmel attracts a broad range of residents and visitors locally, regionally, and globally. The library is both a historically unique building and a key cultural center of Carmel. The importance and value of restoring and renewing this legacy for the next hundred years, make the Harrison Memorial Library a prime candidate for successful fund raising. Communicating a compelling vision will be central to this success.

Moore Ruble Yudell has had remarkable success in building relationships with key donors for a wide range of project types. We have collaborated with foundations such as the Howard Hughes Medical Institute and visionary individuals like David Pepper, to communicate how each project can reflect the aims and values of donors and their foundations. The process has included introductory and progress meetings, in person and virtually, often creating 2-D and 3-D visualizations for specific donor needs. Our project leadership and team stand ready to provide the level of support that the library leadership determines will help fully realize your many aspirations for the Project.

We would work closely with you to identify your needs and customize fundraising materials. Frequently we provide fundraising materials that form a “kit-of-parts” that can be edited for specific presentations. Media can include renderings, videos, models, project narratives and graphics. More recently we have provided Virtual Realty experiences for specific client and fundraising purposes. We often assist with written material for press releases, preparation for community and donor meetings, and preparation of grant applications.

We are ready to assist you with presentations for any scale of meeting, from single donors, to foundations, to community or affinity groups. We can help you to identify a wide range of donor opportunities at multiple levels of contribution. We typically develop graphic systems for donor recognition which are aesthetically aligned with the Project and which can be easily added to over time.

We frequently coordinate with both external fundraising consultants and client representatives to develop a seamless approach and process for a successful fundraising campaign. This should begin early in the planning and design process to ensure alignment and value for all efforts.



*“Space can limit you in how things are done.
This space will not.”*

—Lead Donor David A. Pepper,
Carnegie Mellon University

We find that effective communication of a compelling vision ensures that our donors take great pride in their contributions and in the success of the Project for generations to come.

Seismic Improvements

Fundamental to the successful completion of the Harrison Memorial Library project is the integration of improved structural performance to address current seismic and life-safety requirements within the context of an historic building. It is important that these improvements can be implemented without negatively affecting the original character of the building.

Our recently completed Powell Library Seismic Improvement project presents an exemplary case-study for how strategic thinking and careful planning led to our successful seismic renovation – building a ship-in-a-bottle by adding 33 tons of steel, over 350 linear feet, within an attic space above the library’s historic reading room ceiling – resulting in a completed project where the library users will not see that seismic upgrades were made.

Accessibility / Universal Design

Important community resources, like Harrison Memorial Library, are crucial facilities in support of a thriving and dynamic community. One of our primary goals is to provide universal access to the library and its services. In addition to traditional accessibility, our design effort will focus on the broader concept of universal design, incorporating strategies to create spaces that are inclusive, functional, and comfortable for people from diverse backgrounds, ages, and abilities.

Agency Outreach

Meeting with key agency and utility stakeholders and reviewers early and throughout the project is an important aspect to our approach for complex projects. We understand that each agency, utility, and city department has their own important requirements that the team will need to understand and address for successful approvals.

While the current plans for the library renovation do not include increases in occupancy or changes in use, we understand that water use is an important regional concern and there are important requirements that will need to be confirmed and addressed when adding plumbing fixtures or otherwise changing how water is used and wastewater is discharged from the site.

Scheduling early meetings and reviews with agencies like the Carmel Fire District, Carmel Area Wastewater District, Monterey Peninsula Water Management District, PG&E, and the City of Carmel-by-the-Sea's Planning and Building Divisions enables the project team to proactively partner with these agencies to work through and address project specific concerns before they become barriers to project approvals.

High-Performance Integrated Team

We believe in the benefits of a process that is highly collaborative, iterative, and exploratory. Yet we organize and structure it to be efficient and time- and resource-sensitive. We balance listening and leadership, exploration, and expertise.

To ensure a holistic and efficient approach to the Project, we recommend including all consultants early in the process. We have assembled an effective team of consultants with broad and deep experience in civic, library, and historic work. Early and continuous coordination with the full consultant team will optimize decisions on technical issues including building systems, technology, space needs, accessibility, sustainable initiatives, building performance, maintenance, and library operations. During project mobilization, we would refine the consultant team and detailed scope of work with you.

Quality Management

Quality assurance and quality control are integrated into Moore Ruble Yudell's design and management process. Quality control will be provided at a detailed level through continuous project management and through milestone peer reviews. On-going quality control includes key project team members so that content under their responsibility will be properly followed through. Integrated quality assurance and coordination will be performed by the Project Manager through regular coordination with the consultants and with ongoing communications and dialogue with Library leadership and project management.

Milestone Peer Reviews will focus on completeness and clarity of the documents, coordination of project requirements for both Moore Ruble Yudell and our consultants, as well as the review, confirmation, and inclusion of previous Library comments and discussions.

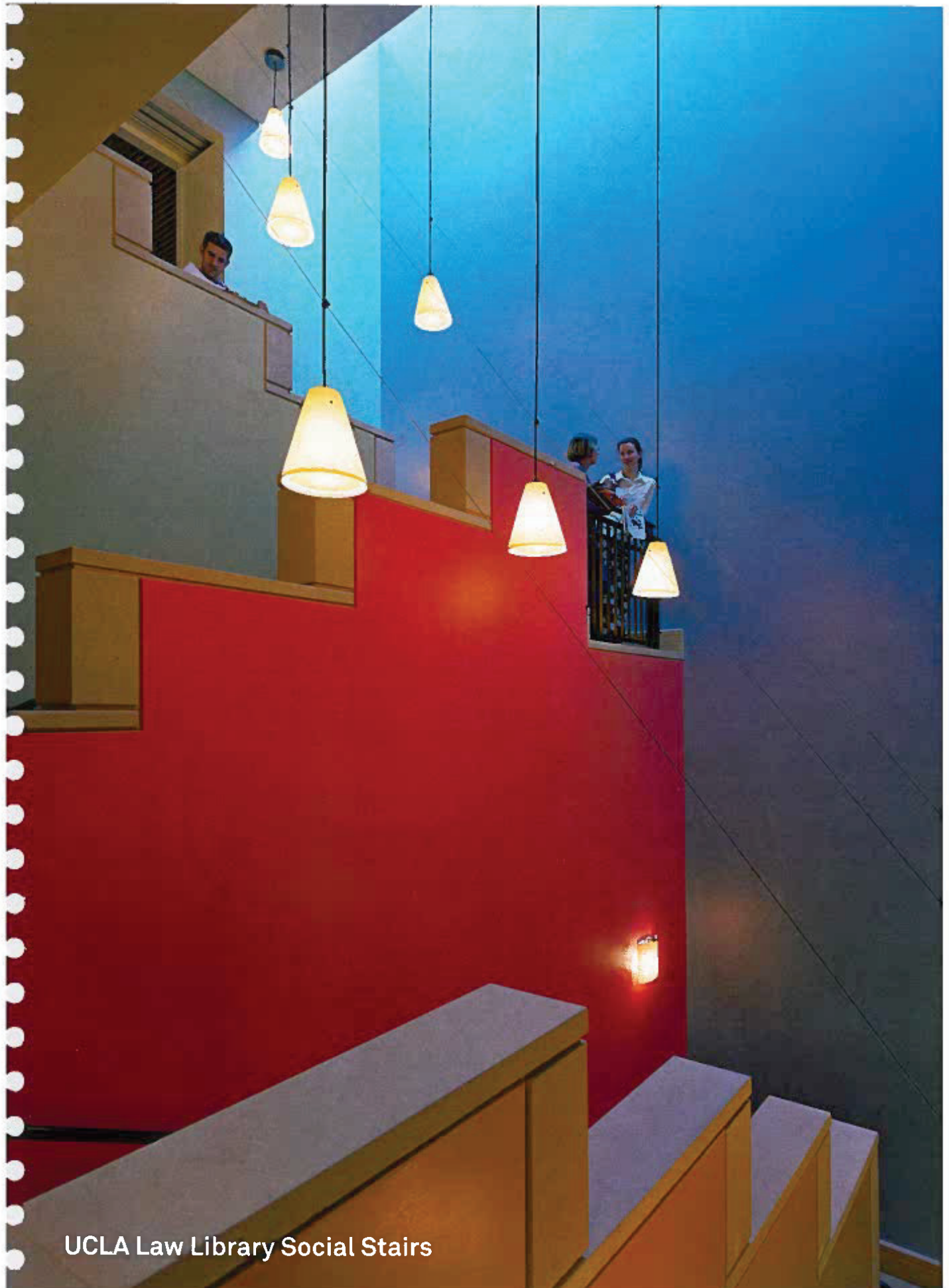
Our work with key agency reviewers such as the Fire Marshal, the Carmel planning and building departments, and public utilities will begin early in the process to avoid unnecessary 'surprises' during planning and permit reviews. Before the submission of the Final Documents, Moore Ruble Yudell will conduct a Final Documents Quality Control Review to evaluate the completeness, clarity, and effectiveness of the documents, including incorporation of all comments and final confirmation of coordination with the contract requirements.

Cost Management and Constructability: Balancing Design Goals with Value Engineering

Cost management begins at the inception of a project. Effective cost management is a continuous and iterative process, in which evolving test fits and options are vetted for cost as well as constructability and performance. It is most effective when all consultant disciplines and key stakeholders are at the table. Throughout the process we look for ways to make every dollar and every square foot count. Toward that end we analyze opportunities for economies through shared and flexible use of spaces. We design spaces that are used for circulation to also be places to sit, relax, and even read a book. Connections to outdoor spaces can also extend and expand the function of programmed spaces. We endeavor throughout the process to continually update the impact of decisions and market conditions on cost and constructability. This enables the team to maximize cost management and minimize or eliminate late phase value-engineering.

At our Lower Sproul Plaza and Student Center adaptive re-use project we helped the UC Berkeley realize a very ambitious multi-program project at significantly lower cost than previous studies and concepts envisioned. By reimagining and replanning the Martin Luther King, Cesar Chavez, Lower Sproul Plaza, and underground parking structures, revitalizing instead of building new, we were able to leverage seismic, life safety, and code upgrades, and create more open, inviting, flexible, and sustainable buildings. The Society for College and University Planning (SCUP) was so excited by this project that they inaugurated a new prize for combined excellence in campus planning and architecture, the 2017 Jury's Choice for Outstanding Achievement in Integrated Planning and Design.

(D) Project Timeline & Schedule



UCLA Law Library Social Stairs

“ The project team was committed to respecting the Faculty Club’s contributions to campus history and culture ... Inventive planning, design, and fundraising enabled the project team to revitalize a beloved campus building near the end of its life cycle and transform it into a newly relevant campus asset. ”

– Preservation Award, Los Angeles Conservancy



(D) Project Timeline and Schedule

As described in *Section B – Proposed Scope of Services*, based on our understanding of your needs we have developed two options for the preliminary timeline and schedule of the Harrison Memorial Library project. We anticipate the following phases as outlined in Section B.

- Concept and Program Validation (Conceptual Design Refinement)
- Schematic Design (30% Submittal & Design Review)
- Design Development (75% Submittal & Design Review)
- Construction Documents and Permit (100% Submittal)
- Construction Bid Support (Bid Package and Services)
- Construction Observation
- Post-Occupancy Review

Our proposal includes two approaches to the project. The first is a traditional renovation project, where the library will be closed for the duration of the renovation. The second is a two-phase approach, where the library may remain partially open and operational during the renovation. Our proposal for the two-phase approach is based on the understanding that the city, library, and CPLF may desire a balanced approach that addresses:

- the desire to provide ongoing library service to the community
- the need for time and cost-efficient construction
- the necessity of fundraising

Traditional Renovation

A traditional renovation will provide the most time and cost-effective approach to the Harrison Memorial Library project. This approach will enable a contractor to complete all aspects of the work without the need to accommodate ongoing library operations and to provide safe access to the public into the library and around areas of the building that would be under construction. The clear drawback to this approach is

the need to close the library or provide alternate facilities and services during construction.

Phased Renovation

For the phased renovation approach, we proposed that the construction occur over two distinct phases of construction, essentially renovating each wing of the building separately. While this is anticipated to be moderately less time and cost-effective than a single phase of construction, requiring additional design and coordination, specific documentation for each phase, as well as separate permit efforts, if properly planned, it would allow approximately half of the library to remain open during most of the construction.

When considering a phased approach to construction it is important to both the ongoing operation of the library, and the permit and inspection process, that the phasing of the work always plan for and anticipate a complete and safe building both during and after construction. There are many considerations to this, the clearest of which is that the occupied areas of the building must meet all fire, life-safety, and related code requirements. This is particularly important given the nature and extent of the anticipated seismic improvements that will occur over the perimeter of most of the building.

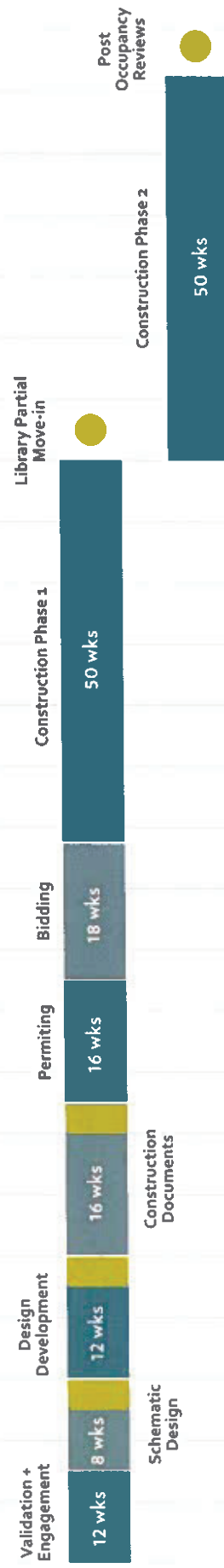
As the project develops, it may be possible to further subdivide the project into smaller areas of construction, however, this fundamental principle of maintaining complete and safe areas will remain a consideration. Additional strategies to balance the operational needs of the library could include temporarily re-purposing portions of the Park branch library to continue operations or finding other temporary nearby facilities. We look forward to the opportunity to work with the city, library, and project leadership to adjust and refine these options.

Timeline - Traditional Renovation

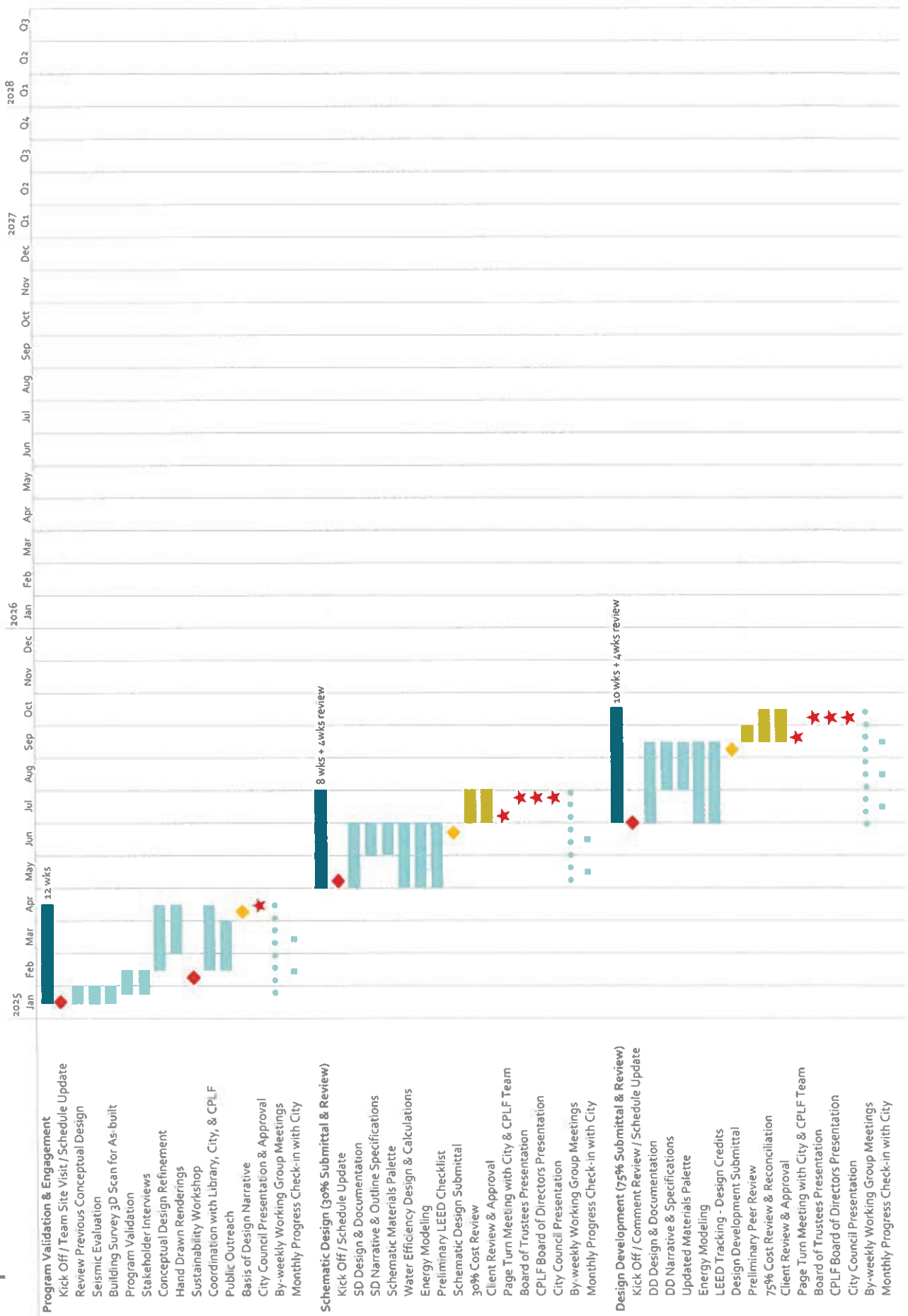
4 Weeks Client Reviews &
Simultaneous Cost Reviews



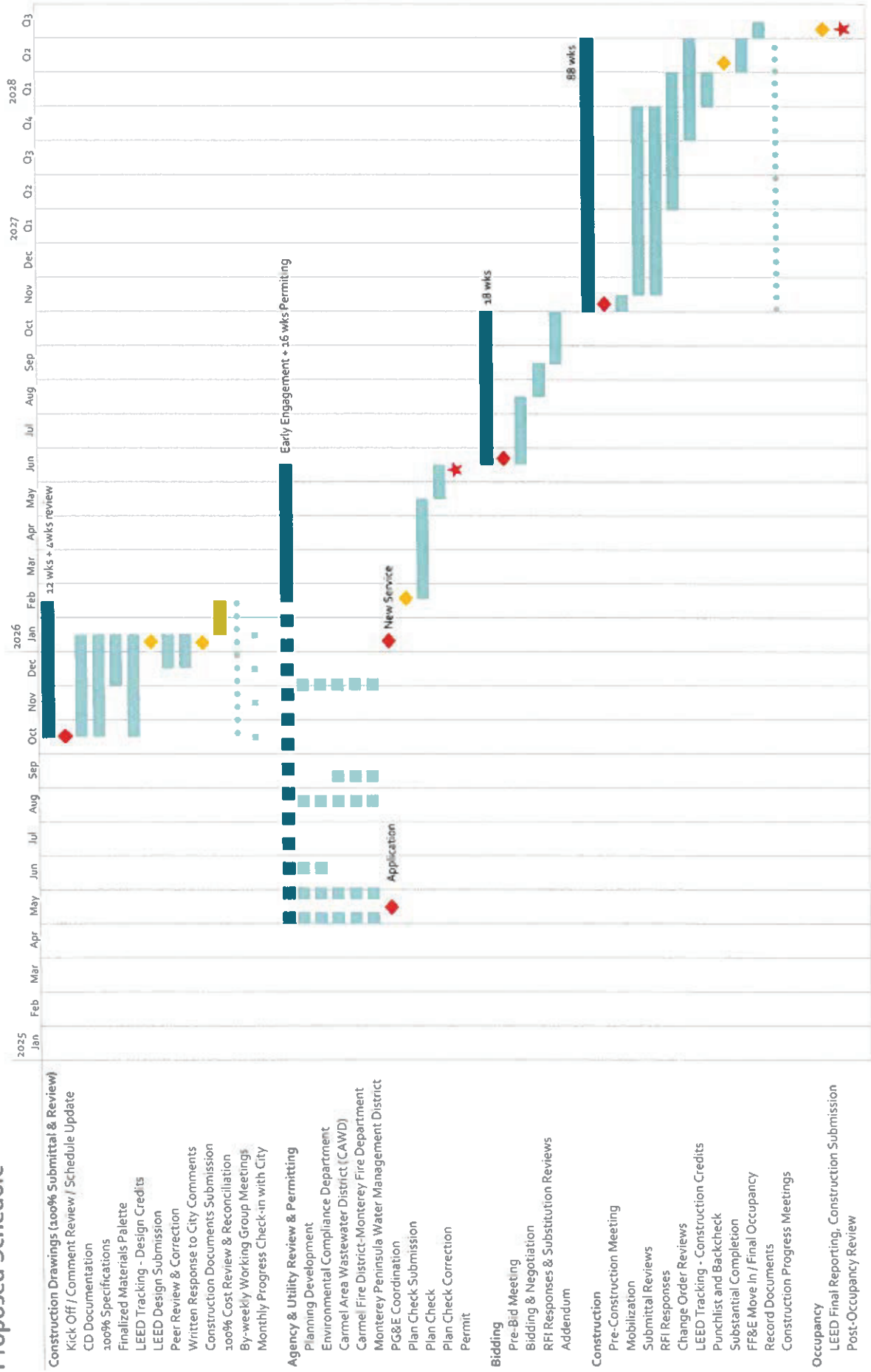
Timeline - Phased Renovation



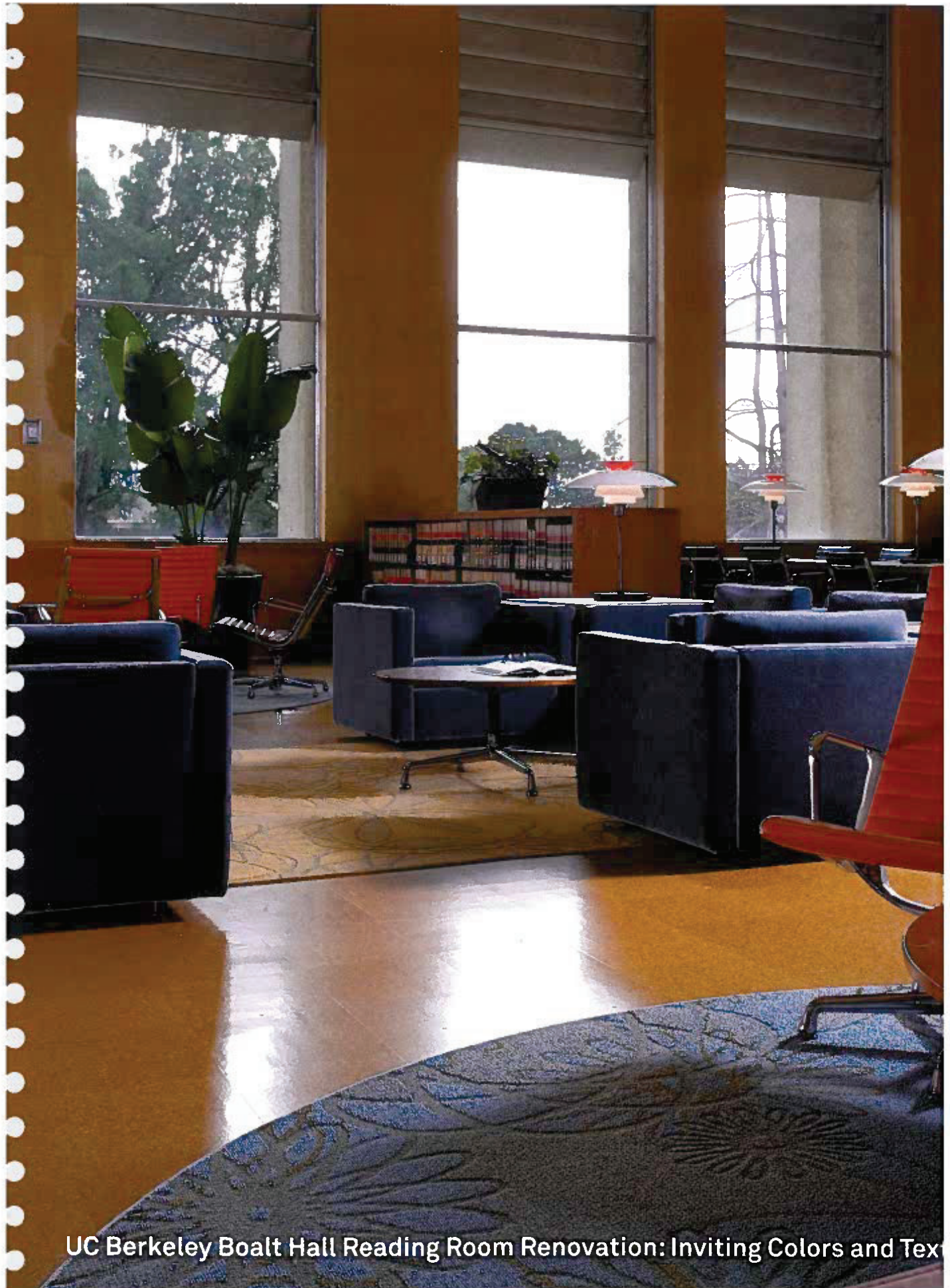
Proposed Schedule



Proposed Schedule



(E) Additional Services



UC Berkeley Boalt Hall Reading Room Renovation: Inviting Colors and Text

**“ Moore Ruble Yudell possesses that rare
blend of talents that finds expression
in an architecture that resonates with
the past, is responsive to contemporary
culture and future-minded in its craft
solutions. ”**

**— Bernard J. Cywinski FAIA, Founding Partner
of Bohlin Cywinski Jackson**



(E) Potential Additional Services

Moore Ruble Yudell's proposed scope of services includes the scope we understand to be necessary to complete the Harrison Memorial Library project as described in the Request for Proposals and Addendums 1, 2, and 3, as posted to the Public | Purchase bid portal.

We look forward to the opportunity to further refine and optimize our proposed scope of work to most accurately reflect the needs of the City of Carmel-by-the-Sea, the Harrison Memorial Library, and the Carmel Public Library Foundation, as well as other project stakeholders. Potential services the you may want to consider include:

3D/Lidar scan – a detailed 3-dimensional as-built scan can be very beneficial to record the existing conditions of an historic structure such as the Harrison Memorial Library, providing useful photographic and dimensional reference information that can be used throughout the project's planning and design.

Additional Site Improvements and survey work – limited site improvements are likely required to meet minimum accessibility requirements for the project. Additional site improvements, including additional survey work, may be desired to provide further improvements to the library's accessibility and universal design goals.

Landscape Design – as the project scope is further refined, e.g. potential extents of seismic improvements to the foundations, limited landscape improvements may be required to

Renewable Energy (Solar) Design – a photovoltaic system is included as a recommendation in the 2023 masterplan report, though not included in the scope of the RFP. During the concept validation, our team will confirm the appropriateness of installing a new PV system, and if desired by the City, library, and CPLF, can incorporate into the design of the project.

LEED Gold Certification – our team anticipates incorporation of sustainable design measures that contribute to optional LEED certification as part of our best practices and responsible design practice. This effort will be included in our typical scope of work. Additional design effort required to fully satisfy the requirements and provide necessary documentation to achieve LEED Gold certification can be provided as an optional service as requested.

Contract Clarifications

Moore Ruble Yudell has reviewed the sample Professional Services Agreement provided as part of the City of Carmel-by-the-Sea's Harrison Memorial Library request for proposal. We appreciate the opportunity to provide comments on the sample agreement. While there are no contract terms that will prevent Moore Ruble Yudell from executing an agreement with the City, there are some terms that we believe are in the best interests of both the design team and the City to review and further clarify to avoid non-insurable items and protect the interests of both parties to the agreement. We would appreciate the opportunity to further review the following items at an appropriate time.

Article 6 concerning indemnity, provides an uninsurable duty to defend and obligation to pay attorney's fees.

Article 8 concerning performance

- Paragraph A includes a non-insurable warranty that the consultant and its agents, employees and sub-consultants are experienced and properly licensed to provide the services contemplated by Government Code section 37103. That section provides the City the authority to contract with a list of professionals for services. That list specifies engineers but is silent as to architects. We recommend clarification or deletion of the reference to the code section.
- Paragraph B states the standard of care but qualifies it as to the "highest" standard of care. We recommend the word be deleted. There is only one standard of care and agreeing to qualify this will affect insurability.
- Paragraph B includes an uninsurable warranty that the consultant is familiar with "all" laws that may affect the project. We recommend that "warrants" be changed to "represents", and that the word "applicable" be inserted between all and laws.
- Paragraph D provides that in addition to the standard of care, services must be performed to the satisfaction of City. The satisfaction requirement may affect insurability; We recommend it be modified by a reference such as "as required by the standard of care".

Article 9 provides that the consultant may be delayed in providing services by delays caused by the City and, if so, it is entitled to an extension of time, but not to additional compensation.

Article 10 provides that architect "guarantees" that no federal or state copy rights are infringed by the services. This is uninsurable.

moore ruble yudell
architects & planners

933 pico boulevard
santa monica, california 90405
310-450-1400

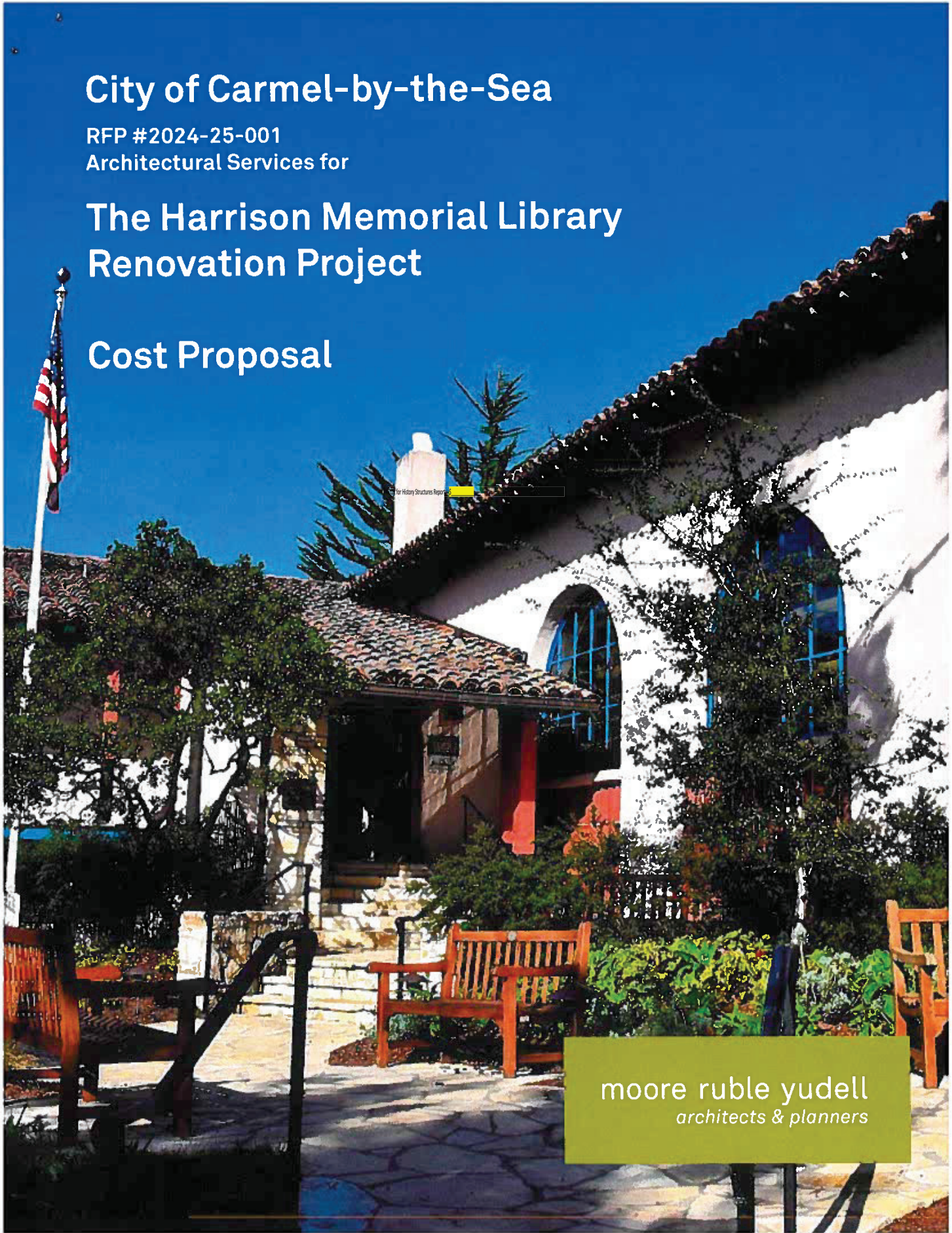
contact: Chris Hamilton, Principal
chamilton@mryarchitects.com
moorerubleyudell.com

City of Carmel-by-the-Sea

RFP #2024-25-001
Architectural Services for

The Harrison Memorial Library Renovation Project

Cost Proposal



moore ruble yudell
architects & planners

Moore Ruble Yudell is pleased to present the following cost proposal for the City of Carmel-by-the-Sea's Harrison Memorial Library project, as described in the City's Request for Proposal and Moore Ruble Yudell's accompanying proposal response. This cost proposal represents our proposed fees for the scope of services described within the accompanying proposal and clarification contained herein, including the identified meetings, phase deliverables, and anticipated project schedule. We look forward to mutually refining this proposal and providing any clarifications you may have.

Project Assumptions:

The existing Harrison Memorial Library is a historic building located within the City of Carmel-by-the-Sea. The building is approximately 7,500 square feet, wood construction, and is comprised of two floors plus a partial mezzanine. For this cost proposal we have assumed \$12.5m, the midpoint of your proposed range, as the estimated cost of construction.

Moore Ruble Yudell's proposed scope of services includes validation of the current programming and concept design, architectural design and technical engineering necessary to provide seismic upgrades, accessibility improvements, improved signage, and support modernization of the library facilities and operations. The scope will include updates to building systems, including electrical, HVAC, lighting, technology, and low voltage systems. The project is further intended to enhance the building's sustainability and energy efficiency with an optional, desired LEED Gold certification.

This cost proposal is based on our team's anticipated work effort required to perform the services described, pending further discussions and clarifications with you.

Standard reimbursable expenses, such as client requested printing, travel expenses, shipping expenses for client requested materials, prints for permit and agency reviews (if required), and other project-related reimbursable expenses will be authorized in advance and invoiced at a 1.1x multiplier. Invoices will be submitted monthly, at an agreed billing schedule and in proportion to the services performed.

The following pages detail the basis of our proposed fee.

Cost Proposal Fee Summary

Estimated Construction Cost * \$ 12,500,000

BASIC SERVICES	FIRM	TRADITIONAL	PHASED
Architecture	Moore Ruble Yudell	\$ 1,269,980	\$ 1,450,280
Structural	Pivot Engineering	\$ 141,220	\$ 152,685
Mechanical, Plumbing	Blue Forest Engineering	\$ 70,400	\$ 90,210
Electrical, Tel/Data, AV, Security	Atium Engineering	\$ 33,630	\$ 38,350
Code, Fire/Life-Safety	Code Red Consulting	\$ 29,760	\$ 34,610
Specifications	Gary Barnett	\$ 39,000	\$ 41,680
Cost	TBD Consultants	\$ 73,214	\$ 73,214
BASIC SERVICES SUBTOTAL		\$ 1,657,204	\$ 1,881,029
% of estimated construction		13.3%	15.0%

SPECIALTY SERVICES	FIRM	TRADITIONAL	PHASED
Historic Preservation Architect	Historic Resources Group	\$ 43,323	\$ 43,323
Library Consulting	Susan Kent	\$ 14,400	\$ 14,400
Interior Design	Moore Ruble Yudell	\$ 130,400	\$ 130,400
Lighting	HLB	\$ 39,997	\$ 47,579
Signage, Wayfinding	Hunt Design	\$ 48,190	\$ 55,400
Acoustics	Allowance	\$ 15,000	\$ 15,000
Universal Design, Accessibility	Allowance	\$ 15,000	\$ 15,000
Hazardous Materials	Allowance	\$ 20,000	\$ 20,000
Survey	Allowance	\$ 5,000	\$ 5,000
SPECIALTY SERVICES SUBTOTAL		\$ 331,311	\$ 346,102
% of estimated construction		2.7%	2.8%
BASIC + SPECIALTY SERVICES		\$ 1,988,515	\$ 2,227,131
% of estimated construction		15.9%	17.8%

OPTIONAL SERVICES

LEED Gold Certification	Arch, MEP, Lighting, Specs	\$ 41,550
Solar Photovoltaic Design	Atium Engineering	\$ 8,600
3d Lidar Scanning	Aqyer	\$ 22,500

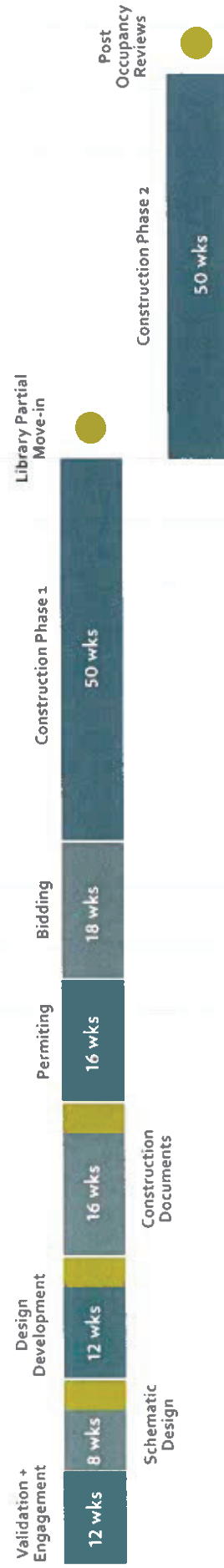
* For this fee estimate we have assumed the midpoint of your proposed cost of construction range.

Timeline - Traditional Renovation

4 Weeks Client Reviews & Simultaneous Cost Reviews



Timeline - Phased Renovation



Cost Proposal Fee Details - Traditional Renovation

Estimated Construction Cost \$ 12,500,000

BASIC SERVICES	FIRM	RATE	CONCEPT VALIDATION	SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS	BID SUPPORT	CONSTRUCTION OBSERVATION	TOTAL FEE
Architecture	Moore Ruble Yudell Partner Principal Senior Staff I Senior Staff II Senior Staff III	\$ 320	hrs \$ 131,160 96	hrs \$ 167,500 100	hrs \$ 224,000 120	hrs \$ 345,440 72	hrs \$ 73,080 12	hrs \$ 328,800 70	\$ 1,269,980
		\$ 265	96	100	120	160	36	160	
		\$ 225	120	120	168	400	60	352	
		\$ 200	240	200	310	440	96	0	
		\$ 150	0	280	360	680	180	1232	
Structural	Pivot Engineering Principal Engineer / PM Senior Engineer Draftsperson / CAD	\$ 265	hrs \$ 16,390 21	hrs \$ 32,245 29	hrs \$ 25,560 22	hrs \$ 23,585 16	hrs \$ 7,030 6	hrs \$ 36,410 32	\$ 141,220
		\$ 205	49	116	88	69	24	128	
		\$ 130	6	6	13	40	4	13	
Mechanical, Plumbing, Sprinklers	Blue Forest Engineering Principal Engineer III Energy Modeler Senior CAD/CIM	\$ 210	hrs \$ 3,430 12	hrs \$ 9,500 26	hrs \$ 12,590 35	hrs \$ 27,440 60	hrs \$ 2,460 8	hrs \$ 14,980 54	\$ 70,400
		\$ 130	7	8	20	52	6	28	
		\$ 100	0	0	0	28	0	0	
		\$ 120	0	25	22	44	0	0	
Electrical, Tel/Data, AV, Security, Fire Alarm	Altium Engineering Engineering Drafting Admin	\$ 200	hrs \$ 800 4	hrs \$ 3,740 16	hrs \$ 9,350 40	hrs \$ 11,400 30	hrs \$ 600 3	hrs \$ 7,740 36	\$ 33,630
		\$ 135	0	4	10	40	0	4	
		\$ 90	0	0	0	0	0	0	
Code, Fire Life-Safety	Code Red Consulting Senior Project Manager Life Safety Consultant	\$ 250	hrs \$ 9,710 27	hrs \$ 4,100 9	hrs \$ 3,980 10	hrs \$ 8,970 27	hrs \$ 1,000 4	hrs \$ 2,000 8	\$ 29,760
		\$ 185	16	10	8	12	0	0	
Specifications	Gary Barnett Specifications Senior Specifier Specifier	\$ 190	hrs \$ - 0	hrs \$ 3,040 16	hrs \$ 14,560 40	hrs \$ 11,120 28	hrs \$ 3,440 12	hrs \$ 6,840 36	\$ 39,000
		\$ 145	0	0	48	40	8		
Cost	TBD Consultants PM / Senior Estimator MEP Estimator Estimator	\$ 245	hrs \$ 11,768 40	hrs \$ 14,224 42	hrs \$ 20,482 54	hrs \$ 26,740 68	hrs \$ - 0	hrs \$ - 0	\$ 73,214
		\$ 246	8	9	12	20	0	0	
		\$ 215	0	8	20	24	0	0	

Cost Proposal Fee Details - Traditional Renovation

SPECIALTY SERVICES	FIRM	RATE	CONCEPT VALIDATION	SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS	BID SUPPORT	CONSTRUCTION OBSERVATION	TOTAL FEE
Historic Preservation Architect	Historic Resources Group Principal Architect Senior Staff	\$ 162	hrs \$ 10,420 40	hrs \$ 6,252 24	hrs \$ 4,958 16	hrs \$ 7,041 24	hrs \$ 2,874 8	hrs \$ 11,780 24	\$ 43,323
		\$ 99	40	24	24	32	16	80	
Library Consulting	Susan Kent Consulting Managing Director	\$ 225	hrs \$ 4,050 18	hrs \$ 6,750 30	hrs \$ 3,600 16	hrs \$ - 0	hrs \$ - 0	hrs \$ - 0	\$ 14,400
Interior Design	Moore Ruble Yudell Senior Staff II	\$ 200	hrs \$ 9,600 48	hrs \$ 16,000 80	hrs \$ 24,000 120	hrs \$ 44,000 220	hrs \$ 4,800 24	hrs \$ 32,000 160	\$ 130,400
Lighting	HLB Senior Principal Assoc. Director Associate Senior Designer Designer		hrs \$ - 0	hrs \$ 6,018 6	hrs \$ 13,759 13	hrs \$ 11,974 11	hrs \$ 2,117 2	hrs \$ 6,130 6	\$ 39,997
		\$ 316	0	2	4	4	1	2	
		\$ 208	0	11	26	23	4	11	
		\$ 142	0	7	17	14	2	7	
		\$ 130	0	11	26	23	4	12	
		\$ 113	0						
Signage, Wayfinding	Hunt Design Principal Designer CAD/Draft		\$ 1,450 2	\$ 8,450 10	\$ 9,900 12	\$ 20,060 28	\$ 2,170 2	\$ 6,160 8	\$ 48,190
		\$ 185	4	28	32	4	12		
		\$ 150	4	20	24	10	24		
		\$ 120							
Acoustics Universal Design Hazardous Materials Survey	Allowance Allowance Allowance Allowance		\$ - \$ - \$ - \$ -	\$ 2,500 \$ 2,500 \$ 5,000 \$ 5,000	\$ 5,000 \$ 5,000 \$ 5,000 \$ -	\$ 7,500 \$ 7,500 \$ 10,000 \$ -	\$ - \$ - \$ - \$ -	\$ - \$ - \$ - \$ -	\$ 15,000 \$ 15,000 \$ 20,000 \$ 5,000

Cost Proposal Fee Details - Phased Renovation

Estimated Construction Cost \$ 12,500,000

BASIC SERVICES	FIRM	RATE	CONCEPT VALIDATION	SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS	BID SUPPORT	CONSTRUCTION OBSERVATION	TOTAL FEE
Architecture	Moore Ruble Yudell Partner Principal Senior Staff I Senior Staff II Staff III	\$ 320	hrs \$ 131,160 96	hrs \$ 186,800 100	hrs \$ 255,500 140	hrs \$ 425,140 96	hrs \$ 73,080 12	hrs \$ 378,600 80	\$ 1,450,280
		\$ 265	96	120	140	208	36	200	
		\$ 225	120	120	168	364	60	400	
		\$ 200	240	240	364	624	96	0	
Structural	Pivot Engineering Principal Engineer / PM Senior Engineer Draftsperson / CAD	\$ 150	0	320	420	884	180	1400	
			hrs \$ 16,390 21	hrs \$ 32,245 29	hrs \$ 25,560 22	hrs \$ 25,250 18	hrs \$ 7,030 6	\$ 46,210 36	\$ 152,685
		\$ 205	49	116	88	72	24	170	
		\$ 130	6	6	13	44	4	14	
Mechanical, Plumbing, Sprinklers	Blue Forest Engineering Principal Engineer III Energy Modeler Senior CAD/CIM		hrs \$ 3,430 12	hrs \$ 12,720 36	hrs \$ 15,800 42	hrs \$ 32,960 72	hrs \$ 2,460 8	\$ 22,840 84	\$ 90,210
		\$ 210	7	12	26	64	6	40	
		\$ 100	0	0	0	28	0	0	
		\$ 120	0	30	30	56	0	0	
Electrical, Tel/Data, AV, Security, Fire Alarm	Atium Engineering Engineering Drafting Admin	\$ 200	hrs \$ 800 4	hrs \$ 4,010 16	hrs \$ 10,800 27	hrs \$ 12,400 35	hrs \$ 600 3	\$ 9,740 46	\$ 38,350
		\$ 135	0	6	40	40	0	4	
		\$ 90	0	0	0	0	0	0	
Code, Fire Life-Safety	Code Red Consulting Senior Project Manager Life Safety Consultant	\$ 250	hrs \$ 9,710 27	hrs \$ 5,340 11	hrs \$ 5,535 14	hrs \$ 11,025 33	hrs \$ 1,000 4	hrs \$ 2,000 8	\$ 34,610
		\$ 185	16	14	11	15	0	0	
Specifications	Gary Barnett Specifications Senior Specifier Specifier	\$ 190	hrs \$ - 0	hrs \$ 3,040 16	hrs \$ 14,560 40	hrs \$ 11,120 28	hrs \$ 3,440 12	hrs \$ 9,520 44	\$ 41,680
		\$ 145	0	0	48	40	8	8	
Cost	TBD Consultants PM / Senior Estimator MEP Estimator Estimator	\$ 245	hrs \$ 11,768 40	hrs \$ 14,224 42	hrs \$ 20,482 54	hrs \$ 26,740 68	hrs \$ - 0	hrs \$ - 0	\$ 73,214
		\$ 246	8	9	12	20	0	0	
		\$ 215	0	8	20	24	0	0	

BASIC SERVICES SUBTOTAL \$ 1,881,029
% of estimated construction 15.0%

Cost Proposal Fee Details - Phased Renovation

SPECIALTY SERVICES	FIRM	RATE	CONCEPT VALIDATION	SCHEMATIC DESIGN	DESIGN DEVELOPMENT	CONSTRUCTION DOCUMENTS	BID SUPPORT	CONSTRUCTION OBSERVATION	TOTAL FEE
Historic Preservation Architect	Historic Resources Group Principal Architect Senior Staff		hrs \$ 10,420	hrs \$ 6,252	hrs \$ 4,958	hrs \$ 7,041	hrs \$ 2,874	hrs \$ 11,780	\$ 43,323
		\$ 162	40	24	16	24	8	24	
		\$ 99	40	24	24	32	16	80	
Library Consulting	Susan Kent Consulting Managing Director		hrs \$ 4,050	hrs \$ 6,750	hrs \$ 3,600	hrs \$ -	hrs \$ -	hrs \$ -	\$ 14,400
		\$ 225	18	30	16	0	0	0	
Interior Design	Moore Ruble Yudell Senior Staff II		hrs \$ 9,600	hrs \$ 16,000	hrs \$ 24,000	hrs \$ 44,000	hrs \$ 4,800	hrs \$ 32,000	\$ 130,400
		\$ 200	48	80	120	220	24	160	
Lighting	HLB Senior Principal Assoc. Director Associate Senior Designer Designer		hrs \$ -	hrs \$ 6,018	hrs \$ 15,621	hrs \$ 14,220	hrs \$ 2,117	hrs \$ 9,603	\$ 47,579
		\$ 316	0	6	15	13	2	9	
		\$ 208	0	2	5	5	1	3	
		\$ 142	0	11	29	27	4	18	
		\$ 130	0	7	19	17	2	12	
		\$ 113	0	11	29	27	4	18	
Signage, Wayfinding	Hunt Design Principal Designer CAD/Draft		\$ 1,450	\$ 8,450	\$ 11,890	\$ 23,290	\$ 2,620	\$ 7,700	\$ 55,400
		\$ 185	2	10	14	32	2	10	
		\$ 150	4	28	38	55	7	15	
		\$ 120	4	20	30	76	10	30	
Acoustics		Allowance	\$ -	\$ 2,500	\$ 5,000	\$ 7,500	\$ -	\$ -	\$ 15,000
Universal Design		Allowance	\$ -	\$ 2,500	\$ 5,000	\$ 7,500	\$ -	\$ -	\$ 15,000
Hazardous Materials		Allowance	\$ -	\$ 5,000	\$ 5,000	\$ 10,000	\$ -	\$ -	\$ 20,000
Survey		Allowance	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ 5,000

SPECIALTY SERVICE SUBTOTAL \$ 346,102
% of estimated construction 2.8%

BASIC + SPECIALTY SERVICES \$ 2,227,131
% of estimated construction 17.8%

Hourly Rates

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Position	Rate
Partner	\$320
Principal	\$265
Senior Staff I	\$225
Senior Staff II	\$200
Staff I	\$180
Staff II	\$165
Staff III	\$150
Staff IV	\$135
Staff V	\$120
Staff VI	\$100
Senior Support	\$120
Support	\$100

Hourly Rates



Position	Rate
Managing Director	\$225



Position	Rate
Senior Principal	\$316.01
Associate Director	\$207.66
Associate	\$141.55
Senior Designer	\$130.07
Designer	\$112.63

HISTORIC
RESOURCES
GROUP



Position	Rate
Managin Principal / Principal Architect	\$161.78
Senior Architectural Historian / Preservation Planner / Architect / Historic Preservation Specialist	\$98.61
Staff Architectural Historian / Preservation Planner / Architect / GIS Specialist	\$81.50
Assocaite Architectural Historian / Preservation Planner / Architect	\$73.85
Clerical	\$76.12

Position	Rate
Principal	\$185
Designer	\$150
CAD / Drafting	\$120

Hourly Rates



Position	Rate
Principal / Project Manager	\$265
Senior Engineer	\$200 - \$225
Staff Engineer	\$165 - \$185
Design Engineer	\$125 - \$165
Draftsperson / CAD Operator	\$105 - \$150
Technician	\$80 - \$95
Administrative / Clerical Support	\$65



Position	Rate
Principal	\$210
Engineer V	\$160
Engineer IV	\$145
Engineer III	\$130
Engineer II	\$120
Engineer I	\$110
Senior Energy Modeler	\$125
Energy Modeler	\$100
Senior CAD / BIM	\$120
CAD / BIM	\$85
Administration	\$75



Position	Rate
Vice President	\$300
Senior Project Manager	\$230 - \$300
Senior Technical Advisor	\$230 - \$300
Project Manager	\$200 - \$220
Life Safety Consultant / Technician	\$185 - \$200
Intern	\$150



Position	Rate
Engineering	\$200
Drafting	\$135
Admin	\$90

Hourly Rates

GBS Specifications

Position	Rate
Senior Specifier	\$190
Specifier	\$145
Administrator	\$85



Position	Rate
Principal	\$278
Project Manager	\$245
Senior / MEP Estimator	\$246
Estimator	\$215
Assistant Estimator	\$185

Potential Additional Services

Standard industry contracts, such as the AIA Standard Form of Agreement, identify areas of potential work that would fall beyond the scope of traditional basic services. We typically use these industry guidelines as a basis for understanding and discussion with our clients. Typical items may include:

- Services related to significant changes requested out of sequence.
- Presentation models, renderings and computer visualizations, including time spent by MRY in producing and/or coordinating these materials.
- Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project including environmental review.
- Services related to coordination in connection with work of a separate Owner's consultant and/or other Owner construction and ongoing operations.
- Support in fundraising events and preparation of materials for potential donors beyond those developed as part of the standard design process.
- Services made necessary by the default of a Contractor, deficiencies in a Contractor's work, or defects in the work of a Contractor.
- Contract Administration Services provided more than 60 days after the date of Substantial Completion of the Work.

moore ruble yudell
architects & planners

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santa monica, california 90405
310-450-1400

contact: Chris Hamilton, Principal
chamilton@mryarchitects.com
mooreruble Yudell.com

Harrison Memorial Library

Supplemental Services

These services are included in the approved scope of work. Fees are in addition to the Phase 1 fee.

3d Lidar Scanning and Model	\$22,500
Historic Report	\$15,000
Additional Community Meeting (one)	\$9,500

Note: 4 community meetings included in Phase 1 services.

South Entry Concept Study – Phase 1 Services

Landscape and accessible entry study	\$17,500
Full Site Survey	\$6,000 *

* Base Proposal includes \$5,000 allowance for survey and civil work, credited to this scope. Full site survey would be \$11,000.

The South Entry Concept Study includes landscape and site tests, survey coordination, and estimated construction costs to determine the feasibility of creating an accessible main entry.

Optional Services

All services listed below are optional and require written approval prior to commencement of work.

Additional Community Meetings	\$9,500 each **
Community Pop-up Events	\$4,650 each **

** Per meeting fee includes preparation time and assumes that meetings or events coincide with other scheduled in person site visits.

LEED Gold Certification	\$41,550
Solar Photovoltaic Design	\$8,600

South Entry – Phase 2 and Phase 3 Services

Landscape and site design	\$96,500
Irrigation Design (allowance)	\$15,000
Arborist (allowance)	\$10,000
Civil Engineering	\$12,000

Additional Construction Site Visits	\$4,900 each
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Note: 10 site visits included in Phase 3 services.