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May 21, 2021

Maureen Singleton  
Chief Operating Officer  
San Francisco Public Library  
100 Larkin Street  
San Francisco, CA 94103

**SUBJECT: PROPOSAL FOR ARCHITECTURAL SERVICES**  
**PROJECT: OCEAN VIEW BRANCH LIBRARY, CONCEPT DESIGN & PRELIMINARY PLANNING APPLICATION**

Dear Maureen:

Public Works Building Design and Construction (BDC) is pleased to present this proposal for Architectural Services for the creation of the Preliminary Planning Application (PPA) for a potential new library building to replace the existing Ocean View Branch Library.

**I. PROJECT UNDERSTANDING**

This MOU assumes that the project will be the development of the site boundary approximately comprising the site Option D as depicted in the *Ocean View Branch Library Feasibility Report*, published October 2019. Public Works will define the assumed site boundary in a dimensioned drawing as part of this project.

There are potential larger site options that are contingent on a potential reconfiguration of Brotherhood Way. Recognizing this, the building design we create for the Preliminary Planning Application (PPA) will be such that with modifications it can be site adapted to the two site options previously under discussion with the San Francisco Municipal Transportation Agency (SFMTA) in the eventuality that roadway reconfiguration becomes a viable project.

Recognizing that Brotherhood Way is a Vision Zero roadway, Public Works engaged SFMTA in 2019 to explore safety measures at the corner of Orizaba Avenue and Brotherhood Way. Workshops with MTA generated two options for reconfiguring Brotherhood Way which are intended to improve safety at the intersections nearest the proposed new library project. The SFMTA roadway schemes remove redundant roadway which results in the creation of additional site area that could be used for the library building or as adjacent open space. *Although, these roadway realignment proposals differ in magnitude and could be implemented in phases, these expanded site proposals will not be studied as part of this proposal.*

**II. Work to Date**

- a. Branch Capital Projects Feasibility Study, January 2018
- b. Ocean View Branch Library Feasibility Report, October 2019
- c. Preliminary planning with SFMTA 2019/2020

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**III. SCOPE OF SERVICES**

**CONCEPTUAL DESIGN & PRELIMINARY PLANNING APPLICATION (PPA)**

**Library Building Program:**

The site evaluations for the *Ocean View Branch Library Feasibility Report* were premised on a prototype library of two-stories and 20,000 square feet. The program elements that we used to establish the building area were developed with the Library and are exemplary of current, innovative, small county or large branch libraries in the San Francisco Bay Area. During development of the PPA Public Works will work with Library staff to create a project specific building program.

**Building Design:**

Public Works will create a conceptual design for the proposed new library building. We will develop architectural designs sufficient to establish project's goals and design direction, scope, budget and that meet Library programmatic requirements and as required for submission of the PPA.

Deliverables are based on the requirements of the PPA and include the following:

- a. Site Diagrams
- b. Photographs of existing conditions
- c. Site Plan (existing and proposed)
- d. Site Sections
- e. Floor Plans and Roof Plans (proposed, with options)
- f. Building Elevations (exterior)
- g. Building Sections
- h. 3D Rendered design views

**Landscape Design:**

Public Works will create conceptual designs for the landscape design through design meetings with the Library and as required for the PPA. These will include dimensioned site plan, tree locations, and site access.

**Community Engagement:**

Public Works will participate in community engagement events with the Library. These may include presentations to neighborhood organizations, community outreach meetings held by the Library, tabling events, patron surveys, and presentations to the Library Commission. It is understood that events may be held in person or virtually.

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**Preliminary Planning Application (PPA):**

Public Works will work with our Regulatory Affairs staff and the San Francisco Planning Department on creation of the PPA and all documents required for submission. These include but are not limited to the following:

- a. Site photographs
- b. Site planning concepts including site access, relationships to transit, access for deliveries, pedestrian drop-off
- c. Lot lines, open space, adjacent lots, driveways, dimensions and north arrows
- d. Trees and site contours (as required)
- e. Conceptual building design including 3D representations

**Budget:**

Public Works will employ a consultant to create a cost estimate suitable to establish project budgets. The cost estimate will account for project schedules and assumed cost escalations over time. At this early stage of design costs may be stated in ranges and represent Rough Order of Magnitude (ROM) pricing. Public Works will use the cost estimate for updates to the project budget.

**Deliverables:**

- a. Meeting notes
- b. 11 x 17 landscape format documents and drawings as required for the Preliminary Planning Application
- c. Preliminary Planning Application forms and required submittals
- d. Presentation materials for community meetings
- e. Building Program Document [Room Specific Narrative and Space Summary]
- f. Estimate of Probable Cost

**Client Meetings:**

- a. Four (4) programming meetings with Library staff
- b. Six (6) meetings with Library management
- c. Six (6) community presentations
- d. Two (2) Library Commission presentations
- e. One (1) Planning Commission presentation

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**Work not anticipated at this time (exclusions):**

- a. San Francisco Arts Commission Civic Design Review (CDR)
- b. Meetings beyond those listed in this agreement
- c. Requested design revisions after client approvals and conclusion of PPA
- d. Requested design revisions or value engineering after cost estimating

**IV. SCHEDULE**

We anticipate an approximately 18 week schedule duration. A detailed schedule with proposed meetings and deliverables will be generated in coordination with the Library. Preliminary milestones:

Notice to Proceed	Immediately after funds transfer
Kick-off meeting	Within 2 weeks after NTP
Community outreach	To be decided with Library
Tentative Project duration	Late-Summer 2021 – Winter 2022*

\*Note-We will work with the Library to establish priorities and adjust the schedule accordingly

**V. PROFESSIONAL FEES**

Professional Fees for the work covered by this proposal, are as follows:

Project management (BOA)	\$5,500.00
Architectural services (BOA)	\$198,000.00
Landscape architecture (BOLA)	\$67,110.00
Regulatory Affairs (BDC)	\$20,000.00
Cost Estimator (Consultant)	\$12,400.00
Contract Admin (PW)	\$1,240.00

Other costs:

Planning fees	Not included – determined at time of submission
Reprographics allowance	\$3,500

Total	\$307,750.00
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We will update the Library on status of the expenditure of fees. In no case will changes in cost or scope of design services be allowed to exceed \$10,000 without prior approval from the Library.

**VI. Attachments**

- Exhibit A – GENERAL PROVISIONS
- Exhibit B - 2020/2021 PW Bureau of Architecture Billing Rates Schedule



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**Exhibit A**  
**General Provisions**

**A. MOU Amendment Process**

1. All services to be rendered by PW pursuant to this MOU shall fall within the scope of services and budget as the same shall be modified from time-to-time as agreed by both parties. In the event it is determined that the Budget needs to be revised for any reason, such revisions shall be addressed as set forth in this MOU. The Client Agency(ies) may, however, in its sole discretion, periodically choose to review the Budget, and taking into consideration any relevant information, may agree to intervening revisions of the Budget.
2. PW shall inform the Client Agency in advance of any costs that exceed 10% per fee budget line item amount where PW's total fee remains unchanged, and (ii) any work that PW anticipates will exceed the agreed-upon scope of services set forth in this MOU. Upon receipt of any such information from PW regarding additional scope of services, The Client Agency shall review the submittal and, as set forth below, either provides written authorization for the additional scope of services or denies the request and set forth the reason(s) for the denial.
3. PW will notify the Client Agency immediately when decisions, comments or requests change the scope or schedule of the project. PW will submit any proposed fees and a project agreement modification for written approval prior to proceeding with new work;
4. Separate projects for additional work will be under separate MOUs.

**B. Financial Oversight and Audits**

1. According to Controller's requirements, funding shall be made in advance of expenditures and encumbrances. If Client Agency elects to fund projects in phases, a mutually agreed upon funding plan will be executed and described in the project agreement.
2. PW and the client Agency agree to City accounting methods and procedures per which is intended to serve as a guideline for accounting activities and communication by and between the Client Agency and PW.
3. Funding: Upon final determination of the People soft (PS) codes related to the Project or Program, The Client Agency agrees to make the funds available in PS so that PW can charge to these PS projects and funding source. The approved budget should be recorded in PS before PW services commence and before a contract is advertised. PW will provide supporting documentation, such as copies of invoices from vendors, labor reports, proof of payments, etc. as requested by the Client Agency.
4. Work Authorization: For capital projects, The Client Agency agrees to use a work authorization allowing PW to directly charge to PS Project using a PW account code.

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5. Only actual and verifiable costs including allocable indirect costs that are reasonable and directly allocable and related to the work and/or services provided for each project will be charged.

**Mutual Assistance and Dispute Resolution**

1. The Client Agency and PW agree to collaborate toward mutual success, defined as achieving project scope, within budget, and on schedule.
2. PW and Client Agency agree that this MOU provides a general description and understanding of the services to be provided, and of the schedule and costs associated with these services.
3. Program management staff from the Client Agency and PW shall work in good faith to address disputes that may arise. If disagreements cannot be resolved among staff, they shall proceed to the PW Bureau Manager and Client Agency Managers for resolution. Any remaining disagreements shall be resolved by the City Administrator or his designee and the decision shall be final.
4. If the case of a dispute involving the transfer of monies to PW to resolve insufficient funds, a temporary stop date will be placed on the job order preventing PW staff from working on the project until the funds are received.
5. PW will rely on accuracy and completeness of information furnished by the client agency or the Client Agency's consultants;
6. Information and approvals shall not be unreasonably withheld or delayed by either party to this MOU. No rejection shall be given without prior consultation with the affected party and the opportunity to affect a solution to the issue.

**Cancellation**

1. The MOU will continue until terminated in writing by either party. Any remaining funds allocated to a terminated project shall be returned within 30 days, minus funds necessary to close and archive the project.

**Record Retention**

1. Unless PW is notified in writing, the Client Agency agrees to follow PW's record retention policy.

**Governing Law**

1. All transactions described herein are subject to and must be conducted in accordance with the applicable requirements of the City's Charter and codes and applicable state and/or federal laws.

**Severability**

1. The invalidity or unenforceability of a particular provision of this MOU shall not affect the other provisions hereof.

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**Effective Date and Signatories**

1. This MOU shall commence upon signature of both parties and funding. It shall terminate upon the final completion of the project or an earlier date as provided in the terms and conditions above.

**Project Budget Conditions**

1. Scope of Services is based on available project information at time of the preparation of the Proposal. Budget estimate is for the specified duration of service with specific start and completion date. Changes will impact budget and schedule. Any change in duration, start, and/or completion date will impact budget.
2. No allowance for increase in the overhead cost rate, overtime, late starts, schedule acceleration or deceleration, demobilization or remobilization has been included. Fee increases due to annual billing rate increases will be anticipated at a rate of 5% per year and incorporated into future phase fee estimates at this rate. However, future fees billed will be based on actuals and PW will inform Client Agency what the rate changes are and the budget impact if any. Additional service fee requests due to changes in project conditions will be made prior to commencement of work. Notification to the client of intent to request additional services will be made at the earliest possible time after changes in project conditions.
3. Fee Budget for the current phase of the project is based on estimated expenses (labor and non-labor). Future project phase fees are projected and based on reasonable rule-of-thumb estimates. It is assumed that fees for future phases will be revisited, negotiated, and finalized prior to beginning service on a new phase. PW will track costs separately related to owner-requested change orders, code changes, and errors and omissions.
4. Service proposals, project agreements and modifications expire after 90 days if not funded.
5. Salary rate for PW staff is based on Step 5 (highest) of current classification with known adjustment of salary within the period covered by the current Union and City MOU. Salary adjustment beyond the duration of current MOU, promotion of assigned staff to higher classifications, and reassignment of staff to higher classification are not accounted for.

**End of Attachment**




**EXHIBIT B: Billing Rate Schedule for Fiscal Year 2020-2021 \***

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Team	Classification	Billing Rates*
Senior Architect	5211	\$267
Design Manager	5211	\$267
Technical Manager	5211	\$267
Project Architect	5268	\$228
Architectural Administrator / BIM Manager	5120	\$201
Arch. Associate II	5266	\$197
Arch. Associate I	5265	\$169
Arch. Assistant II	5261	\$148
Arch. Assistant I	5260	\$134
QA/QC	5211	\$267
Analyst	1822	\$147
Student Trainee 2 (Intern)	5381	\$95
Student Trainee I (Intern) (CC)	5380	\$88

\* We reserve the right to adjust hourly rates, applicable to all projects in accordance with Public Works' salary increases. We will provide an adjusted hourly rate schedule for your records.