



November 20, 2017

John A. Swieki, AICP
Community Development Director
City of Brisbane
50 Park Place
Brisbane, CA. 94005

**RE: Proposal for Property Development Evaluation
22 San Bruno Avenue, Brisbane**

John,

Please find enclosed the proposal for the parcel evaluation for the approx. 8,000 s.f. parcel at 22 San Bruno Ave. for teacher housing in cooperation with the Brisbane School District. The purpose of the scope is to provide a program test fit for the site which generally fits within the current zoning envelope, so that the City of Brisbane and the local school district can evaluate whether the site is appropriate for teacher or other district employee housing.

1. Project Scope: The following is an outline description of each task:

Task 1: Initial Holding Capacity Study: VMWP will develop 2 options for the development of the site based on the development program desired by the District to fit their teacher population as well as provide flexibility for employee retention in the future. VMWP is suggesting two different options, which are generally as follow:

Option 1: Podium Parking on Ground floor with Community Space and Lobby to maximize parking and unit count and provide an above grade open space for the residents. Three stories maximum height.

Option 2: A less costly options will be developed, which is a mews type central drive with garage parking entries and flats or townhomes maximize housing without a concrete podium.

For each option, VMWP will provide project statistics which will include: Site Area, Landscape/Paved site area; Podium Parking, Gross Building Area broken into and Residential Area and Common/Circulation/Utility area and Parking Spaces and Unit Count.

We anticipate one midpoint meeting with City staff to discuss the options as developed and make any refinements prior to finalizing.

Task 2: Cost Estimate: Based on these statistics, VMWP will provide a planning level construction cost estimate which reflects the variables in the programs for options 1 and 2, overall costs and a cost per unit basis.

This scope includes up to two meetings with the team to discuss a preliminary test fit and then finalize based on that meetings comments.

2. Proposed Fee for Two Site Evaluations: Optional Concept Developments

Task 1: Initial Holding Capacity Study	\$ 5,000
Task 2: Refine Holding Capacity Study	\$ 2,000
Total Fee Tasks 1 and 2; (Fee not to exceed)	\$ 7,000

(This fee does not include Survey, Landscape or Civil Utility Engineering, or Reimbursables)
Reimbursables: We anticipate reimbursable expenses for VMWP to be less than \$250.

3. Schedule:

VMWP anticipates approximately 1 week to complete these tasks.

1. Task 1: 2-3 weeks including revisions.
2. Task 2: 1 week

4. Compensation:

Compensation shall be based upon VMWP's hourly rates
Van Meter Williams Pollack hourly rates:

Partner / Architect	\$195/hr.
Project Architect/PM	\$155/hr.
Project Designer	\$135/hr.
Designer	\$105-115/hr.

Normal reimbursable expenses are cost + 10%

5. Additional Services:

Additional submittals requested by the City are an additional service. Additional meetings and public hearings, additional modifications or request for additional information beyond that reasonably anticipated (see schedule above), Additional illustrative exhibits such as, models, professional renderings etc. may be produced and presented upon the request of the Client as additional expense to be defined prior to authorization.

6. Payment:

Billing will be monthly in proportion to the work completed. Payments are due within 30 days of invoicing. Outstanding invoices will incur interest at the rate of 1.5% per month.

7. Information provided by Others:

The Architect shall indicate to the Client the information needed for rendering of services hereunder. Information includes: Survey, etc. The Client recognizes that it is impossible for the Architect to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information from Google Maps/Earth, County Parcel maps or the City and Client is providing.

8. Hazardous Materials:

It is acknowledged by both parties, that the Architect's scope of services does not include any services related to asbestos or hazardous or toxic materials. It is the recommendation of the Architect that the Client retains appropriate specialist consultants or contractors to identify, abate, and remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations.

9. Subsurface / Soils Engineering Evaluation:

It is acknowledged by both parties, that the Architect’s scope of services does not include any services related to soils engineering or evaluation. It is the recommendation of the Architect that the Client, retains appropriate specialist consultants or contractors to identify, the condition of the soils from an engineering criteria.

10. Insurance:

The following are VMWP’s standard Insurance:

Workers Compensation Insurance:	\$1,000,000	As required by State of California
Auto (Per Accident) (Individual):	\$1,000,000	
Comm’l. Gen’l. Liability: Single Limit:	\$1,000,000	
	\$2,000,000	(Aggregate)
Professional Liability (E&O):	\$2,000,000	(Aggregate)

Insurance Certificates will be provided upon request. These policies shall name additionally insured to the reasonable ability of our insurance companies.

12. Consent to Document Use

Architect acknowledges and consents to the pledge by Owner of the work product prepared by the Architect to any lender of Owner and consents to the transfer of that work product and the right to use the work product in the event of a default by Owner after the curing of any default. Architect agrees to execute any documents reasonably required by lenders regarding the pledge of Architect’s work product as security for a loan to Owner, provided that the lender assumes all obligations of Owner under this Agreement.

If this fee proposal and general terms are agreed to please sign and return this letter agreement. If you have any questions please contact me directly.

Sincerely,

accepted,

Rick W. Williams, Partner, Architect

_____ for City of Brisbane, Date: