

TO: JAMES L. APP, CITY MANAGER
FROM: BOB LATA, COMMUNITY DEVELOPMENT DIRECTOR *BL*
SUBJECT: SKATE PARK: APPROVAL OF DESIGN CONSULTANT AND APPROPRIATION OF CDBG FUNDS
DATE: APRIL 20, 1999

Needs: For the City Council to authorize staff to enter into a consultant services agreement for the design of a skate park and to appropriate \$96,978 in 1998 Community Development Block Grant (CDBG) for the design and construction of a skate park.

- Facts:
1. At its meeting of April 7, 1998, the City Council of the City of El Paso de Robles adopted Resolution 98-48 determining those projects to be funded with the City's allotment of 1998 Community Development Block Grant (CDBG) Funds.
 2. Resolution 98-48 provides that \$96,978 in 1998 CDBG funds are to be allocated for design and construction of a skate park at Pioneer Park.
 3. Staff solicited proposals for skate park design from 6 firms and received proposals from three landscape architecture firms: Purkiss-Rose-RSI (Steve Rose) of Fullerton, Zachary Wormhoudt of Santa Cruz and Firma (David Foote) of San Luis Obispo.
 4. Purkiss-Rose-RSI and Wormhoudt have extensive experience in designing skate parks, both in California and in the Western United States. Those firms each have 15 or more skate parks in operation. David Foote has designed one skate park, Grover Beach's, which has not yet been built.
 5. On April 7, 1999, a seven-member panel of Skate Park Committee members interviewed all three firms. It was the unanimous consensus of the panel that Purkiss-Rose-RSI had the best qualifications to prepare the design for Paso Robles' Skate Park. These qualifications included extensive experience and technical expertise in designing skate parks, superior ability to work with Skate Park Committee members and Citizens as a whole, and superior ability to work with the contractor to ensure that the park is built to specifications.
 6. Purkiss-Rose-RSI plans to conduct two workshops at which skaters can provide recommendations for design features. Their proposal targets the August 3 City Council meeting for approval of the design plans and December 31 as the date that the park will be completed.

RIMC CODE
DATE: April 20, 1999
FILE PLAN/GEN CAT: CDD/Housing
SUBJECT: CDBG: 1998 Skate Park
LOCATION: Housing Division Files
RETENTION: 3 Years
OTHER: EDISKATE PARK\Appropriation & design Construct CCR 042099

7. Purkiss-Rose-RSI's proposal quoted a price of \$18,605 to prepare the design plans, cost estimate, and bid specifications. Steve Rose gave a verbal estimate of \$4,000 to provide construction administration assistance, consisting mostly of helping prepare concrete forms and conducting pre- and post-pour inspections. The consultant services agreement has been drafted to lock in these amounts as "not-to-exceed" figures.

Analysis and

Conclusion:

From staff's research and the consultant interview process, it appears that experience in designing and monitoring the construction of skate parks is critical to development of a skate park that will be well-used and withstand expected wear and tear. Another highly-important factor is selecting a consultant that will work well with both the City and the park users to elicit park feature desires and constraints. Of the three firms interviewed, it was clear that Purkiss-Rose-RSI had the best qualifications.

Purkiss-Rose-RSI's bid was the middle-priced of the three bids received. Based on answers to technical questions, the interview panel felt that David Foote, the lowest bidder, did not have comparable experience in both design and skate park construction aspects.

Policy

Reference:

Resolution 98-48

Fiscal

Impact:

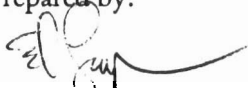
No impact to the General Fund. The \$96,978 for design and construction of the skate park will be paid for with 1998 CDBG funds.

Options:

- a. (1) Adopt the attached resolution appropriating \$96,978 in 1998 CDBG funds for the design and construction of a skate park.

(2) Adopt the attached resolution authorizing the City Manager to sign a consultant services agreement with Purkiss-Rose-RSI.
- b. Amend, modify or reject option a.

Prepared by:



Ed Gallagher, Housing Programs Manager

Attachments:

1. Resolution Appropriating \$96,978 in 1998 CDBG Funds for the Design and Construction of a Skate Park.
2. Resolution Authorizing the City Manager to Sign a Consultant Services Agreement with Purkiss-Rose
3. Consultant Services Agreement

RESOLUTION NO. 99-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES
APPROPRIATING \$96,978 IN 1998 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FOR THE DESIGN AND CONSTRUCTION OF A SKATE PARK

WHEREAS, At its meeting of April 7, 1998, the City Council of the City of El Paso de Robles adopted Resolution 98-48 determining those projects to be funded with the City's allotment of 1998 Community Development Block Grant (CDBG) Funds; and

WHEREAS, Resolution 98-48 provides that \$96,978 in 1998 CDBG funds are to be allocated for design and construction of a skate park in Pioneer Park; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of El Paso de Robles to appropriate \$96,978 of the 1998 Community Development Block Grant funding allocation to budget Account # 227-710-5235-211 for design and construction of a skate park.

PASSED AND ADOPTED THIS 20th day of April, 1999 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MAYOR DUANE J. PICANCO

ATTEST:

MADELYN PAASCH, CITY CLERK

EDISKATE PARKIAPPROPRIATION RESO

RESOLUTION NO. 99-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES
AUTHORIZING THE CITY MANAGER TO SIGN A CONSULTANT SERVICES
AGREEMENT FOR THE DESIGN OF A SKATE PARK

WHEREAS, At its meeting of April 7, 1998, the City Council of the City of El Paso de Robles adopted Resolution 98-48 determining those projects to be funded with the City's allotment of 1998 Community Development Block Grant (CDBG) Funds; and

WHEREAS, Resolution 98-48 provides that \$96,978 in 1998 CDBG funds are to be allocated for design and construction of a skate park in Pioneer Park; and

WHEREAS, the City received proposals for design of the skate park from three firms, and on April 7, 1999 members of the Skate Park Committee interviewed the three firms; and

WHEREAS, it was the unanimous consensus of Skate Park Committee that Purkiss-Rose-RSI demonstrated the best qualifications to prepare the design for Paso Robles' Skate Park, and that these qualifications included: extensive experience and technical expertise in designing skate parks, superior ability to work with Skate Park Committee members and Citizens as a whole, and superior ability to work with the contractor to ensure that the park is built to specifications.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of El Paso de Robles as follows:

1. To engage the professional services of Purkiss-Rose-RSI to prepare plans, specifications and a cost estimate for a skate park in Pioneer Park.
2. To authorize the City Manager to sign a consultant services agreement with Purkiss-Rose-RSI, in the amount not to exceed \$23,000, on behalf of the City.

PASSED AND ADOPTED THIS 20th day of April, 1999 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MAYOR DUANE J. PICANCO

ATTEST:

MADELYN PAASCH, CITY CLERK

CONSULTANT'S SERVICES AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 1999, by and between the City of El Paso de Robles, California (hereinafter referred to as "CITY"), and Purkiss-Rose-RSI (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, CITY desires to retain a qualified individual, firm or business entity to provide professional services; and

WHEREAS, CITY desires to engage CONSULTANT to provide services by reason of its qualifications and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein; and.

WHEREAS, the source of compensation for CONSULTANT'S services described by this Agreement is the federal Community Development Block Grant ("CDBG") Program;

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. CONTRACT COORDINATION

A. CITY. Ed Gallagher, Housing Programs Manager, shall be the Contract Manager and representative of CITY for all purposes under this Agreement. He shall supervise the progress and execution of this Agreement.

B. CONSULTANT. CONSULTANT shall assign a single Contract Manager to have overall responsibility for the progress and execution of this Agreement for CONSULTANT. Stephan Rose is hereby designated as the Contract Manager for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Contract Manager for any reason, the Contract Manager designee shall be subject to the prior written acceptance and approval of the CITY's Contract Manager. CONSULTANT's Contract Team is further described in Exhibit "B" attached hereto and incorporated herein by this reference. The individuals identified and the positions held as described in Exhibit "B" shall not be changed except by prior approval of CITY.

2. DUTIES OF CONSULTANT

A. Services to be furnished. CONSULTANT shall provide all specified services as set forth in Exhibits "A" and "B" attached hereto and incorporated herein by this reference. Exhibit "A" is the Scope of Work prepared by the CITY; Exhibit "B" is portions of CONSULTANT'S proposal dated March 4, 1999.

B. **Laws to be observed.** CONSULTANT shall:

- (1) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by CONSULTANT under this Agreement;
- (2) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in CONSULTANT's performance under this Agreement, or the conduct of the services under this Agreement;
- (3) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above.
- (4) Immediately report to the CITY's Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.

C. **Release of reports and information.** Any video tape, reports, information, data, or other material given to, or prepared or assembled by, CONSULTANT under this Agreement shall be the property of CITY and shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the CITY's Contract Manager.

D. **Copies of video tapes, reports and information.** If CITY requests additional copies of videotapes, reports, drawings, specifications, or any other material in addition to what the CONSULTANT is required to furnish in limited quantities as part of the services under this Agreement, CONSULTANT shall provide such additional copies as are requested, and CITY shall compensate CONSULTANT for the costs of duplicating of such copies at CONSULTANT's direct expense.

E. **Qualifications of CONSULTANT.** CONSULTANT represents that it is qualified to furnish the services described under this Agreement.

F. **Record Retention and Access.** CONSULTANT shall retain its records for inspection by the Federal Department of Housing and Urban Development (HUD), or its duly authorized representatives, for a period of at least three (3) years after final payment to CONSULTANT.

Upon reasonable demand, CITY'S authorized representative shall be permitted to inspect all Work, materials, payrolls, personnel records, materials invoices and other relevant data pertaining to the Work performed under this Agreement. Access shall also be provided to

agents of the County of San Luis Obispo (acting in accordance with Cooperative and Subrecipient Agreements executed with City regarding administration of the CDBG Program), federal Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of Grantee which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions.

3. **DUTIES OF CITY**

CITY agrees to cooperate with CONSULTANT and to perform that work described in Exhibits "A" and "B" attached hereto and incorporated by this reference.

4. **COMPENSATION**

A. The CONSULTANT will perform the work in the phases described in Exhibit "B". For Phases I through III, the total amount of compensation shall not exceed eighteen thousand, six hundred, five dollars (\$18,605.00) ("Contract Price"), which the City will make payment at the following milestones (% of Contract Price):

- Upon receipt of an administrative draft set of design plans, bid specifications and cost estimate 50%
- Upon City staff acceptance of a draft set of design plans, bid specifications and cost estimate 25%
- Upon City Council acceptance of design plans, bid specifications and cost estimate 25%

The City reserves the right to withhold payment or to delay payment in full for products that are not adequately prepared as outlined in the scope of work.

B. For Phase IV, as described in Exhibit "B", CONSULTANT will bill CITY on a time and material basis upon completion of the project or as set forth in Exhibit "B" in an amount not to exceed four thousand dollars (\$4,000.00) and using the Fee Schedule and hourly rates quoted in Exhibit "B".

C. CITY will pay all bill(s) within 30 days of receipt.

D. The CONSULTANT may not charge more than the amount shown in Exhibit "B" without prior approval of the CITY's Contract Manager.

5. **TIME FOR COMPLETION OF THE WORK**

Program scheduling shall be as described in Exhibits "A" and "B" unless revisions to the exhibits are approved by the CITY's Contract Manager and CONSULTANT's Contract Manager.

Time extensions may be allowed for delays caused by CITY, other governmental agencies, or factors not directly brought about by the negligence or lack of due care on the part of the CONSULTANT.

6. **CHANGE ORDERS**

No changes shall be made in the services to be rendered, compensation, or time for completion of the work, as set forth in Sections 2, 4 and 5 of this Agreement, except by written change order. The change order shall bear the signatures of the parties to this Agreement and approved (by signature) as to propriety with funding requirements by the CITY. No claim for an adjustment of services rendered, price or time will be valid unless so ordered.

7. **TEMPORARY SUSPENSION**

The CITY's Contract Manager shall have the authority to suspend this Agreement wholly or in part, for such period as he deems necessary due to unfavorable conditions or to the failure on the part of the CONSULTANT to perform any provision of this Agreement. CONSULTANT will be paid the compensation due and payable to the date of temporary suspension.

8. **SUSPENSION; TERMINATION**

A. **Right to suspend or terminate.** The CITY retains the right to terminate this Agreement for any reason by notifying CONSULTANT in writing seven (7) days prior to termination and by paying the compensation due and payable to the date of termination; provided, however, if this Agreement is terminated for fault of CONSULTANT, CITY shall be obligated to compensate CONSULTANT only for that portion of CONSULTANT services which are of benefit to CITY. Said compensation is to be arrived at by mutual Agreement of the CITY and CONSULTANT and should they fail to agree, then an independent arbitrator is to be appointed and his decision shall be binding upon the parties.

B. **Return of materials.** Upon such termination, CONSULTANT shall turn over to the CITY immediately any and all copies of videotapes, studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT, and for which CONSULTANT has received reasonable compensation, or given to CONSULTANT in connection with this Agreement. Such materials shall become the permanent property of CITY. CONSULTANT, however, shall not be liable for CITY's use of incomplete materials or for CITY's use of complete documents if used for other than the project or scope of services contemplated by this Agreement.

9. **INSPECTION**

CONSULTANT shall furnish **CITY** with every reasonable opportunity for **CITY** to ascertain that the services of **CONSULTANT** are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the **CITY**'s Contract Manager's inspection and approval. The inspection of such work shall not relieve **CONSULTANT** of any of its obligations to fulfill its Agreement as prescribed.

10. **OWNERSHIP OF MATERIALS**

All original drawings, videotapes and other materials prepared by or in possession of **CONSULTANT** pursuant to this Agreement shall become the permanent property of the **CITY**, and shall be delivered to the **CITY** upon demand.

11. **ASSIGNMENT: SUBCONTRACTORS: EMPLOYEES**

This Agreement is for the performance of planning services of the **CONSULTANT** and is not assignable by the **CONSULTANT** without prior consent of the **CITY** in writing. The **CONSULTANT** may employ other specialists to perform services as required with prior approval by the **CITY**.

12. **NOTICES**

All notices hereunder shall be given in writing and mailed, postage prepaid, by Certified Mail, addresses as follows:

CITY: City of Paso Robles
Attn: Ed Gallagher
1000 Spring Street
Paso Robles, CA 93446

CONSULTANT: Purkiss-Rose-RSI
ATTN: Steve Rose
801 N. Harbor Boulevard
Fullerton, CA 92832

13. **INTEREST OF CONSULTANT**

CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. **CONSULTANT** further covenants that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. **CONSULTANT** certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of **CITY**. It is expressly agreed that, in the performance

of the services hereunder, **CONSULTANT** shall at all times be deemed an independent contractor and not an agent or employee of **CITY**.

14. **INDEMNITY**

CONSULTANT hereby agrees to indemnify and save harmless **CITY**, its officers, agents and employees of and from:

A. Any and all claims and demands which may be made against **CITY**, its officers, agents, or employees by reason of any injury to or death of or damage to any person or corporation caused by any negligent act or omission of **CONSULTANT** under this Agreement or of **CONSULTANT**'s employees or agents;

B. Any and all damage to or destruction of the property of **CITY**, its officers, agents, or employees occupied or used by or in the care, custody, or control of **CONSULTANT**, or in proximity to the site of **CONSULTANT**'s work, caused by any negligent act or omission of **CONSULTANT** under this Agreement or of **CONSULTANT**'s employees or agents;

C. Any and all claims and demands which may be made against **CITY**, its officers, agents, or employees by reason of any injury to or death of or damage suffered or sustained by any employee or agent of **CONSULTANT** under this Agreement, however caused, excepting, however, any such claims and demands which are the result of the sole negligence or willful misconduct of **CITY**, its officers, agents, or employees;

D. Any and all claims and demands which may be made against **CITY**, its officers, agents, or employees by reason of any infringement or alleged infringement of any patent rights or copyrights or claims caused by the use of any apparatus, appliance, or materials produced or furnished by **CONSULTANT** under this Agreement; and

E. Any and all penalties imposed or damages sought on account of the violation of any law or regulation or of any term or condition of any permit, when said violation of any law or regulation or of any term or condition of any permit is due to negligence on the part of the **CONSULTANT**.

F. **CONSULTANT**, at its own cost, expense, and risk, shall defend **CITY** from any and all claims, demands, suits, actions, or other legal proceedings, including those to enforce any penalty that may be brought against **CITY**, its officers, agents or employees, and pay and satisfy any judgment or decree that may be rendered against **CITY**, its officers, agents, or employees in any such suit, action or other legal proceeding, when same were due to negligence of the **CONSULTANT**.

15. **WORKERS COMPENSATION**

CONSULTANT certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against liability for workers compensa-

tion or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with such provisions before commencing the performance of the work of this Agreement.

16. **INSURANCE**

CONSULTANT shall provide **CITY** with certificates of insurance, listing the **CITY** as additional insured, for the following types of insurance, in the minimum amounts shown. Said insurance policies shall remain in force throughout the term of this Agreement.

A. Comprehensive general liability insurance (including automobile), in the minimum amount of one million dollars (\$1,000,000).

B. "Errors and omissions" insurance, in the minimum amount of one million dollars (\$1,000,000).

17. **AGREEMENT BINDING**

The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

18. **WAIVERS**

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provision, ordinance, or law shall not be deemed to be a waiver of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

19. **COSTS AND ATTORNEY'S FEES**

The prevailing party in any action between the parties to this Agreement brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorney's fees expended in connection with such an action from the other party.

20. **DISCRIMINATION**

No discrimination shall be made in the employment of persons under this Agreement because of the race, color, national origin, ancestry, religion or sex of such person.

If **CONSULTANT** is found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of this Agreement, it shall thereby be found in material breach of this Agreement. Thereupon, **CITY** shall have the power to cancel or suspend this Agreement, in whole or in part, or

to deduct from the amount payable to **CONSULTANT** the sum of Twenty-five Dollars (\$25) for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract, or both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this paragraph.

If **CONSULTANT** is found in violation of the nondiscrimination provisions of this Agreement or the applicable affirmative action guidelines pertaining to this Agreement, **CONSULTANT** shall be found in material breach of the Agreement. Thereupon, **CITY** shall have the power to cancel or suspend this Agreement, in whole or in part, or to deduct from the amount payable to **CONSULTANT** the sum of Two Hundred Fifty Dollars (\$250) for each calendar day during which **CONSULTANT** is found to have been in such noncompliance as damages for said breach of contract, or both.

21. **AGREEMENT CONTAINS ALL UNDERSTANDINGS**

This document (including all exhibits referred to above and attached hereto) represents the entire and integrated Agreement between **CITY** and **CONSULTANT** and supersedes all prior negotiations, representations, or Agreements, either written or oral. This document may be amended only by written instrument, signed by both **CITY** and **CONSULTANT**. All provisions of this Agreement are expressly made conditions. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement the day and year first above written.

(CONTRACTOR)

CITY OF PASO ROBLES

By: _____

(print name)

James L. App
City Manager

Title: _____

EXHIBIT A: SCOPE OF WORK AND SCHEDULE

PASO ROBLES SKATE PARK

1. Consultant Responsibilities:

- a. The consultant will prepare design plans (construction working drawings) for the necessary improvements, which shall include a site plan, grading and drainage plan, details and cross-sections as necessary to fully-design the project.
- b. The consultant shall design a “basic skate park” to meet the following criteria:
 - (1) The design of the skate park shall incorporate the consensus of comments received by users of the park, subject to confirmation by the City Council.
 - (2) The skate park is to be used by skateboarders, in-line skaters and may be used by freestyle bicycle riders at all ability levels: beginning, intermediate and advanced.
 - (3) The features/obstacles are to be constructed of concrete and include one or more bowl-type features.
 - (4) The skate park will be unsupervised.
 - (5) The skate park will be located within Pioneer Park at the northeast corner of Riverside Avenue and 19th Street.
 - (6) The park is to be designed with a possible future expansion in mind that might consist of the following components:
 - Seating and outdoor lights;
 - Additional skating features;
 - Roller hockey rink.
 - (7) The skate park shall be designed to facilitate maintenance. This would include such measures as use of imbedded steel pipe coping at edges of bowls. Graffiti is a concern of the City’s. Measures to facilitate removal of gang symbols and offensive text or drawings are highly encouraged.

NOTE: The City defines a “basic skate park” as including only the concrete skating features, fencing (if any) and signage. Landscaping will be accomplished by City force account labor and will consist of replacing existing turf around the skate park.

- c. The consultant will conduct a **public workshop/design charette** at which skaters, skateboarders, freestyle cyclists, as well as members of the public, members of the City Council and Planning Commission, and City staff will attend.
- d. The consultant will prepare an alternative skate park design (of larger size and number of features) that would result in the event that the City Council authorizes donations of labor to construct the skate park.

- e. The consultant will present the draft designs for the skate park to the Skate Park Committee (at which the public may attend). The purpose of the second workshop is to receive public comments on the draft designs and to reach a consensus on the final design.
- f. The consultant shall have a soils report prepared by a registered soils engineer as part of the design for this project and design the project in accordance with the recommendations of the soils report.
- g. The consultant will prepare construction contract bid specifications for the necessary improvements.
- h. The consultant will prepare an "engineer's estimate" of the costs in current dollars for construction of the skate park.
- i. Following completion of the design of the skate park, the consultant will perform construction support services to include:
 - (1) Responding over the phone to technical questions from construction bidders;
 - (2) Reviewing any contractor requests for changes to plans and specifications;
 - (3) Inspecting the project for conformance with plans at two points: (1) upon completion of grading and prior to setting concrete forms and rebar; (2) upon completion of the concrete pour and any surface preparation.

2. City Staff Support and Management:

- a. During the preparation of the design plans, City staff will: provide information as might be already available to assist the consultant in the preparation of design plans; provide review and comment in a timely manner on draft plans; and make arrangements for workshop meetings. City staff will not be available to perform tasks for the consultant
- b. City staff will manage the construction project: distributing invitations to submit bids, awarding the bid, conducting a pre-bid job walk, conducting a pre-construction conference, sending the Notice to Proceed, scheduling inspections for conformance with plans, conducting Davis-Bacon compliance interviews, and payment of consultant's and contractor's fees.

3. Work Schedule:

The City desires that the construction of the skate park improvements be completed and the park ready for use by December 31, 1999. A draft schedule that would accomplish this objective is outlined on the following page.

DRAFT SCHEDULE

(all dates are in 1999)

City Council meets to approve firm selection and contract	April 20 (Tuesday)
Notice to Proceed *	April 26 (Monday)
Consultant conducts public design workshop/charette.....	Week of May 17
Administrative Draft designs submitted to City	June 10 (Thursday)
Draft designs submitted to City	July 12 (Monday)
SPC workshop to present draft designs	Week of July 12
City Council meeting to approve design.....	August 3 (Tuesday)
Construction bids go out	August 16 (Monday)
Bid opening	Week of September 13
City Council meeting to approve bid/contract.....	October 5 (Tuesday)
Notice to Proceed	October 18 (Monday)
Concrete poured.....	Week of November 15
Concrete cured.....	Week of December 20
Skate Park ready to open	December 31 (Friday)

* Contract must be fully-signed and proof of insurance received by City.

EXHIBIT B

A PROPOSAL FOR
LANDSCAPE ARCHITECTURAL SERVICES

SKATE PARK

CITY OF PASO ROBLES



Frank Garcia Hirata

purkiss-rose-rsi

Landscape Architecture, Recreation & Park Planning

801 N. Harbor Boulevard

Fullerton, CA 92832

FAX: (714) 871-1188

(714) 871-3638

March 4, 1999

Purkiss Rose - RSI

March 4, 1999

Ed Gallagher,
Housing Programs Manager
City of El Paso de Robles
1000 Spring Street
Paso Robles, CA 93446

Subject: Proposal for the Paso Robles Skate Park

Dear Mr. Gallagher:

Purkiss Rose-RSI and its design team are pleased to present their proposal for this unique and interesting project. I have talked to members of your community over the last several years, and I feel the proposed improvements are very much needed and will be well received by the community.

We are especially qualified to perform this work because of our past and current experience working with municipalities on skate parks. At present we are working with 48 Cities on 60 skate parks facilities and look forward to sharing our experience with you and the City of Paso Robles. The Request for Proposal and Scope of Work you present are comprehensive and well prepared. It appears that you already have formed a Project Committee, which is great. Working with a committee, which includes skateboarders and in-line skaters, key enthusiasts, City staff and Commission or Council members, is the best way to get input, critique and direction.

If you have any questions, please call. We strongly recommend you contact our references to fully understand our experience with skate park design and on working on public works projects.

I am a corporate officer authorized to sign and bind our firm for this project. The enclosed proposal is valid for 90 days, and we have no conflicts of interest in the provisions of these services requested.

Sincerely,



Steve Rose, ASLA
Landscape Architect
Executive Vice President

Landscape Architecture
Recreation and Park Planning
801 North Harbor Boulevard
Fullerton, California 92832
FAX: (714) 871-1188
(714) 871-3638

STATEMENT OF FACTS

2. FIRM IDENTIFICATION

NAME OF FIRM: *Purkiss Rose-RSI Landscape Architecture, Recreation & Park Planning*
ADDRESS: 801 North Harbor Blvd. Fullerton, CA 92832
TELEPHONE: (714) 871-3638
FACSIMILE: (714) 871-1188
EMAIL: rose@purkiss-rose-rsi.com

CONTACT PERSON: Stephan D. Rose, Landscape Architect

STAFF ASSIGNED: Steve Rose, Principal, RLA #1513 (resume attached)
Dominic Oyzon, RLA #4010 (resume attached)

YEARS IN BUSINESS: 35 years in business, Established in 1964

INSURANCE: *Purkiss Rose-RSI* meets or exceeds the insurance requirements as specified in the Request for Qualifications

3. SUB-CONSULTANTS INFORMATION

<u>a. Name of Firm</u>	<u>b. Role of Firm</u>
1. Correia Consulting and Design 16912 Bolsa Chica Road, Suite 101 Huntington Beach, CA 92649 714/840-5582 FAX 714/840-8691	Structural Engineering
2. Mid-Coast Geotechnical, Inc. P.O. Box 3125 1030 Railroad Street, Suite 103 Paso Robles, CA 93447-3125 805/237-1462 FAX 805/237-1483	Geotechnical Engineering
3. Consolidated Engineering 14661 Myford Road, Suite C Tustin, CA 92780	Electrical Engineering (<i>Optional</i>)

STATEMENT OF FACTS

714/832-6346
FAX 714/832-9427

4. LOCATION OF OFFICE

We shall work out of our offices in Fullerton California

5. LIST OF PERSONNEL FOR ALL FIRMS

With working with over 50 cities on 60 skate park projects we offer the City a well organized and successful administration process of the proposed project. Following please find our design team, their individual roles and how the team is organized (résumés follow):

Purkiss Rose-RSI

Steve Rose, project architect, administrator of the contracts and facilitator at workshops and presentations.

Dominic Oyzon, project manager, day to day liaison with the City, will oversee design effort and development of construction documents, and participate in the construction observation phase.

Jeff, Khun, caddrafter, will prepare the construction documents.

Frank Garcia Hirata, professional skateboarder, will work with the youth in the workshops and develop design layouts for the proposed improvements.

Rob Monroe, ramp designer, will work on design layout ideas, review all construction documents and participate in the construction observation phase.

Correia Engineering:

Willy Correia will review the drawings and provide any structural engineering as required.

STATEMENT OF FACTS

Mid-Coast Engineering:

Paul Carter will be responsible for developing the geotechnical report and making recommendations for the structural calculations.

Consolidated Engineering

David Lo will provide electrical engineering services, if requested, for lighting the facility.

9. WORK PROGRAM

The following work plan has been refined over the development of many skate parks. The specific tasks and their sequence are based on our experience with projects of similar scope.

It is our firm's intent to produce a final product that meets your objectives in terms of clients and community input, design quality, innovation, budget control, deadline constraints and completion schedules. This program can still be modified to ensure the attainment of goals.

PHASE I - PROJECT START

Task 1 - Project Definition

All parties must agree on the project approach, scope, task, budget, and on the review of maintenance objectives and the schedule of work. We will meet with staff to review all key issues.

Task 2 - Data Collection

We will collect available data regarding the proposed site, any existing design plans, infrastructure, topographical survey, utility easements, geotechnical and other information relevant to existing conditions. We will also review all project requirements for plan check and approvals. A geotechnical study will be scheduled.

Task 3 - Base Map

Prepare base maps to include topographic information supplied by the City to include any utility easements and infrastructure. We can schedule a survey if the information is not available.

PHASE II - SCHEMATIC DESIGN

Task 1 - User Group Input Workshop (#1)

The Design Team will facilitate an input workshop with the users, (skaters, in-liners and bikers) and other interested individuals. Trends in public skate park design, cost, liability issues, development, scope of work, the design process and time line will be explained. The Design Team will lead the participants through an input session to develop a vocabulary of design and layout ideas. Existing examples of skate parks will be displayed to help visualize elements of the park. Any design ideas prepared by the community will be reviewed.

9. WORK PROGRAM

Task 2 - Design Concepts

Based on the information obtained at the first workshop, the Design Team will explore functional relationships of the concepts by looking at such components as layout, access, design elements, safety zones, security, grading concepts, circulation of pedestrians and traffic, etc. Construction components, drainage devices, materials, and site amenities will be presented. At least two design alternatives, of different sizes, will be developed for user input and critique. Different levels of difficulty will be incorporated into the design.

Task 3 - Construction Cost Estimate

Complete cost analysis will be developed for each alternative.

Task 4 - Layout Critique/Workshop (#2)

At a second workshop with the Skate Park Committee and the public the Design Team will present layout alternatives with support sketches to help visualize the proposed improvements. Utilizing a "Hands-On" format with sketches each element will be reviewed and approved.(workshop #2). A consensus of the desired elements will be sought from the users. Future expansion of the facility will be reviewed and worked into the project. Construction cost will be reviewed. Care of the facility will be discussed.

Task 5 - Final Plan

The Design Team will prepare a Final Plan of the layout and design elements that reflects the consensus of information received at the workshops and meetings for approval. The Final Plans will be rendered for presentation.

The plans will coordinate access requirements, safety zones, utilities, location and drainage patterns. Plans will be submitted to all governing agencies for review. All comments will be reviewed and incorporated into the Final Plans. This process will include developing finalized estimates of probable construction cost.

Task 6 - Presentation

At a Commission or Council meeting we shall present the final plan and construction cost. This meeting can be a combination workshop with the design committee.

9. WORK PROGRAM

PHASE III - DEVELOPMENT OF CONSTRUCTION DOCUMENTS

Once the Final Plan has been approved, the team will develop construction documents, cost estimates and specifications for plan check approval, issuing permits, bidding and implementation of the Skate Park.

Task 1 - Construction Drawings

The construction documents will include the following:

- Demolition plan (if required)
- Drainage/grading plan
- Skate park layout plan
- Facility Lighting (optional)
- Construction details
- Details and specifications

At this time the scope of work is for the basic skate park. No electrical engineering has been included in our scope of work. If these services are required, we would be pleased to include them.

Task 2 - Final Cost Estimates - Engineers Estimate

Detailed construction cost estimates will be provided.

Task 3 - Submittals

Submit plans for plan check and address all comments.

We are available to provide services for civil and electrical engineering if required.

PHASE IV - BIDDING PHASE AND CONSTRUCTION PHASE

The design team will be available during the bid process to assist, review, clarify and comment and make recommendations on the bids. We will answer any questions that could affect bid results.

We will attend a site meeting 1) at the completion of grading and prior to setting concrete forms and rebar and 2) upon completion of the concrete pour and any surface preparation.

9. WORK PROGRAM

ITEMS TO BE SUPPLIED BY THE CITY

1. Easements, Rights of Way, Utilities, etc.
2. Any as-built drawings
3. Topographic Survey

SCHEDULE

	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Project Start, Survey Data Collection, Site Analysis, Base Map	① ■								
Schematics Alternates, Workshops, Cost Estimates		■■■■■							
Final Design, Cost Estimates			■■						
Construction Documents			■■	■■■■■	■②				
Bidding Phase					■■	■■③			
Construction Phase							④■■■	■■■■■	■■⑤

We are keenly aware of the schedule to which the City has committed for completing this project. Our proposal time line indicates an aggressive design and construction schedule. We are assuming that the City will expedite design reviews, support a prompt program for community input, and get plans approved through plan check.

- ① Notice to Proceed for the A/E Services - April 26, 1999
- ② City Council approves plans - Aug. 3, 1999 and Construction plans go out to bid - Aug. 16, 1999
- ③ Bid Opening, September 13- 1999
- ④ Notice to Proceed for Construction - October 18, 1999
- ⑤ Skate Park ready to open - December 31, 1999

10. WORK BUDGET

Phase/Task	Labor Allocation (Hours)					Not-to-Exceed Costs (Dollars)		
	Principal (\$110/hr)	Project Manager (\$75/hr)	Project Captain (\$65/hr)	CadDraft. (\$60/hr)	Clerical (\$35/hr)	Subconsult.	Other Direct Costs	Subtotal
Phase I - Project Start								
Task 1. Project Definition	4					\$ 0.00		\$ 440.00
Task 2. Data Collection		4				\$ 0.00		\$ 300.00
Task 3. Base Map		3		2		\$ 0.00	\$ 250.00	\$ 595.00
Phase I - Totals	4	7	0	2	0	\$ 0.00	\$ 250.00	\$ 1,335.00
Phase II - Preliminary Design								
Task 1. Workshop # 1	6	6				\$ 0.00	\$ 0.00	\$ 1,110.00
Task 2. Design Concepts	2	16				\$ 0.00	\$ 50.00	\$ 1,470.00
Task 3. Cost Estimate		4				\$ 0.00		\$ 300.00
Task 4. Workshop # 2	6	6				\$ 0.00	\$ 100.00	\$ 1,210.00
Task 5. Final Plan	2	12		16		\$ 0.00	\$ 100.00	\$ 2,180.00
Task 6. Presentations	6					\$ 0.00	\$ 150.00	\$ 810.00
Task 7. Geotechnical Report		2				\$ 2,000.00	\$ 50.00	\$ 2,200.00
Task 8. Meetings (staff)		6						\$ 450.00
Phase I - Totals	22	52	0	16	0	\$ 2,000.00	\$ 450.00	\$ 9,730.00
Phase III - Final Design								
Task 1. Construction Drawings	2	16		60		\$ 1,200.00	\$ 500.00	\$ 6,720.00
Task 2. Final Cost Estimate		4			2	\$ 0.00	\$ 0.00	\$ 370.00
Task 3. Approvals		6				included	\$ 0.00	\$ 450.00
Phase III - Totals	2	26	0	60	2	\$ 1,200.00	\$ 500.00	\$ 7,540.00
Phase IV -Bidding and Construction **								
Task 1 Bidding and Construction Administration						\$ 0.00	\$ 0.00	\$ 0.00
Phase IV - Totals	0	0	0	0	0	\$ 0.00	\$ 0.00	\$ 0.00
Grand Total	28	85	0	78	2	\$ 3,200.00	\$ 1,200.00	\$ 18,605.00

* We are available to work with the City on a time and material basis.

The Grand Total includes \$950 for reproduction, \$3,000 for geotechnical and \$1,200 for structural engineering.

D. FEE SCHEDULE AND HOURLY RATES

Following are the hourly rates of *Purkiss Rose-RSI* and its consultants:

***Purkiss Rose-RSI* —**

Principal	\$110.00/hour
Project Manager	\$ 75.00/hour
Project Captain	\$ 65.00/hour
Draftsperson	\$ 60.00/hour
Clerical/Word Processing	\$ 35.00/hour

Correia Consulting and Design (Structural Engineer) —

Principal Engineer	\$130.00/hour
Senior Project Engineer	\$ 90.00/hour
Project Engineer	\$ 75.00/hour
Staff Engineer	\$ 60.00/hour
Jr. Engineer/Designer	\$ 55.00/hour
Draftsman	\$ 50.00/hour
Clerical	\$ 40.00/hour

Mid-Engineering (Geotechnical Engineering) —

Engineer	\$ 75.00/hour
Field Supervisor	\$ 50.00/hour
Field Technician	\$ 48.00/hour
Lab Technician	\$ 48.00/hour
Drafting Services	\$ 48.00/hour

Consolidated Engineering (Electrical Engineering [*Optional*]) —

Principal Engineer	\$ 85.00/hour
Project Design Engineer	\$ 60.00/hour
Design/Drafting	\$ 40.00/hour
Clerical	\$ 30.00/hour