

DATE: 4/20/99 AGENDA ITEM # 19
() APPROVED () DENIED
() CONTINUED TO _____

TO: JAMES L. APP, CITY MANAGER
FROM: BOB LATA, COMMUNITY DEVELOPMENT DIRECTOR *Bob*
SUBJECT: PUBLIC IMPROVEMENT TO LOW INCOME NEIGHBORHOOD PROGRAM:
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 street improvements (curb, gutter and sidewalk) on Park Street, between 28th and 34th Streets (and, if funds allow, in front of 721-28th Street) and to appropriate \$157,687 in 1997 Community Development Block Grant (CDBG) for the design and construction of the street improvements.

Facts:

1. At its meeting of April 15, 1997, the City Council of the City of El Paso de Robles adopted Resolution 97-50 determining those projects to be funded with the City's allotment of 1997 Community Development Block Grant (CDBG) Funds.
2. Resolution 97-50 provides that \$157,687 in 1997 CDBG funds are to be allocated for design and construction of street improvements in low income neighborhoods.
3. At its meeting of August 4, 1998, the City Council approved the use of the \$157,687 to improve Park Street, between 28th and 34th Streets, and if funds allow, in front of 721 - 28th Street. The staff report for that meeting outlined a proposed set of street improvements, which is listed in the Analysis, below.
4. Prior to the Council's meeting of August 4, the Housing Authority Board reviewed the proposed set of improvements and recommended its approval.
5. Staff solicited proposals for street improvements design from 15 firms and received proposals from three engineering firms: Cannon and Associates, John Wallace Associates and Dan Stewart.
6. The proposals submitted by Cannon Associates and John Wallace Associates were complete, fully-responding to information requested by the City in its Request for Proposals; the proposal submitted by Dan Stewart was not complete.

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: ED\SKATE PARK\Appropriation & design Construct CCR 042099

7. City Planning and Engineering staff reviewed the proposals and agreed that the proposal submitted by Cannon Associates, which was the lower-priced of the two complete proposals, demonstrated the best understanding of the project.
8. The quoted cost for Cannon Associate's services is \$32,707, which is 21% of the \$157,687 in CDBG funds allocated to this project. This percentage is typical for this type of project.

Analysis and
Conclusion:

The set of street improvements approved by the Council on August 4 include the following components:

- East side of Park Street, between 28th and 34th Streets: Curb, gutter, sidewalk, drive approaches and pavement of two presently unpaved parking areas in which cars back directly into Park Street (one is immediately south of the new basketball court at 30th Street; the other is in front of the School District's Child Development Center).
- West side of Park Street, between 32nd and 34th Streets: Curb, gutter, and sidewalk along the Park Street frontage of Paso Robles Ford. This will improve safety of school children walking to and from Georgia Brown School; it should also correct a drainage problem.
- West side of Park Street, between 30th and 32nd Streets: Curb and gutter from the corner of 30th Street north to join existing curb and gutter. This should correct a drainage problem.
- West side of Park Street, between 28th and 30th Streets: Curb, gutter, sidewalk, and a drive approach in front of 2835 Park Street; curb and gutter only from the corner of 30th Street, south to join existing curb and gutter. This will improve safety of school children walking to and from Flamson Middle School; it should also correct a drainage problem.
- In front of 721 - 28th Street: Curb, gutter, sidewalk, and a drive approach. This will improve safety of school children walking to and from Flamson Middle School.

Staff prepared a preliminary cost estimate for all of the above components, and it appears that the \$157,687 will not accomplish all of them. Cannon Associates will be preparing a design (improvement plans) and individual cost estimates for all of the above components. The Council can then prioritize the components and consider future allocations of CDBG funds if it wishes to complete all of the components.

Should the cost estimates to be prepared by Cannon Associates indicate that the \$157,687 will be insufficient to accomplish the full set of improvements, staff will seek a recommendation on prioritization of components from the Housing Authority Board for a final decision by the Council, prior to solicitation of bids for construction of the improvements.

Policy

Reference: Resolution 97-50

Fiscal

Impact: No impact to the General Fund. The \$157,687 for design and construction of the street improvements will be paid for with 1997 CDBG funds.

- Options:
- a. (1) Adopt the attached resolution appropriating \$157,687 in 1997 CDBG funds for the design and construction of a street improvements.
 - (2) Adopt the attached resolution authorizing the City Manager to sign a consultant services agreement with Cannon Associates.
 - b. Amend, modify or reject option a.

Prepared by:



Ed Gallagher
Housing Programs Manager

Attachments:

1. Resolution Appropriating \$157,987 in 1997 CDBG Funds for the Design and Construction of Street Improvements.
2. Resolution Authorizing the City Manager to Sign a Consultant Services Agreement with Cannon Associates
3. Consultant Services Agreement with Cannon Associates

RESOLUTION NO. 99-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES
APPROPRIATING \$157,687 IN 1997 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FOR THE DESIGN AND CONSTRUCTION OF A STREET IMPROVEMENTS AS PART OF
THE PUBLIC IMPROVEMENTS TO LOW INCOME NEIGHBORHOODS PROGRAM

WHEREAS, At its meeting of April 15, 1997, the City Council of the City of El Paso de Robles adopted Resolution 97-50 determining those projects to be funded with the City's allotment of 1997 Community Development Block Grant (CDBG) Funds; and

WHEREAS, Resolution 97-50 provides that \$157,687 in 1997 CDBG funds are to be allocated for a Public Improvements to Low Income Neighborhoods Program; and

WHEREAS, at its meeting of August 4, 1998, the City Council approved use of the \$157,687 in 1997 CDBG funds allocated to the Public Improvements to Low Income Neighborhoods Program for design and construction of street improvements (curb, gutter and sidewalk) to Park Street, between 28th and 34th Streets and, if funds allow, in front of 721 - 28th Street; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of El Paso de Robles to appropriate \$157,687 of the 1997 Community Development Block Grant funding allocation to budget Account # 227-710-5235-211 for design and construction of street improvements (curb, gutter and sidewalk) to Park Street, between 28th and 34th Streets and, if funds allow, in front of 721 - 28th Street.

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

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 STREET IMPROVEMENTS AS PART OF THE CDBG-
FUNDED PUBLIC IMPROVEMENTS TO LOW INCOME NEIGHBORHOODS PROGRAM

WHEREAS, At its meeting of April 15, 1997, the City Council of the City of El Paso de Robles adopted Resolution 97-50 determining those projects to be funded with the City's allotment of 1998 Community Development Block Grant (CDBG) Funds; and

WHEREAS, Resolution 97-50 provides that \$157,687 in 1997 CDBG funds are to be allocated for a Public Improvements to Low Income Neighborhoods Program; and

WHEREAS, at its meeting of August 4, 1998, the City Council approved use of the \$157,687 in 1997 CDBG funds allocated to the Public Improvements to Low Income Neighborhoods Program for design and construction of street improvements (curb, gutter and sidewalk) to Park Street, between 28th and 34th Streets and, if funds allow, in front of 721 - 28th Street; and

WHEREAS, the City received proposals for design of the street improvements from three firms, of which two firms' proposals were complete; and

WHEREAS, City Planning and Engineering staff reviewed the proposals and agreed that the proposal submitted by Cannon Associates, which was the lower-priced of the two complete proposals, demonstrated the best understanding of the project.

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 Cannon Associates to prepare street improvement plans a construction cost estimate for the desired street improvements in Park and 28th Streets.
2. To authorize the City Manager to sign a consultant services agreement with Cannon Associates, in the amount not to exceed \$32,707, 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 Cannon Associates (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. John Falkenstein 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 29, 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**

The **CONSULTANT** will perform the work in phases as described in Exhibits "A" and "B". If separate phases are not indicated on said exhibit, then all work to be performed by **CONSULTANT** shall be considered to be included in a single phase.

4. **COMPENSATION**

CONSULTANT will bill **CITY** on a time and material basis upon completion of the project or as set forth in Exhibit "B". **CITY** will pay this bill(s) within 30 days of receipt. The **CONSULTANT** may not charge more than the amount shown in Exhibit "B" without prior approval of the **CITY's** Contract Manager.

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.

In the event that **CONSULTANT** and **CITY** agree that change orders are necessary, in the manner provided for in Section 6 of this Agreement, billing for **CONSULTANT'S** time shall not exceed the hourly rates quoted in Exhibit "B".

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

Program scheduling shall be as described in Exhibit "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: Cannon Associates
ATTN: John Falkenstien
364 Pacific Street
San Luis Obispo, CA 93401

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 compensation 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)

Title: _____

James L. App
City Manager

EXHIBIT A: SCOPE OF WORK

PUBLIC IMPROVEMENTS TO LOW INCOME NEIGHBORHOODS PROJECT DPW PROJECT NO. 99-08

1. Consultant Responsibilities:

- a. The consultant will prepare improvement/as-built plans for the necessary improvements described below in Section 2. (Note: City staff will prepare construction contract bid specifications for the necessary improvements.)
- b. The consultant will prepare an "engineer's estimate" of the costs in current dollars for construction of the skate park as described below in Section 3.
- c. The consultant shall provide Construction staking services at the time of construction of the improvements.
- d. The consultant shall provide soils engineering services at the time of construction of the improvements.

2. Improvements to be Designed: Consultant shall consult with the City Engineer and Housing Programs Manager to determine the parameters for design of all improvements described below.

a. East side of Park Street, between 28th and 34th Streets:

- Curb, gutter and sidewalk and any spandrels and cross-gutters that may be directed by the City Engineer.
- Pave two areas that are presently used for perpendicular or 60 degree parking. One area is south of 30th Street, the other is in front of the School District's Child Development Unit (south of 32nd Street). The consultant should evaluate the feasibility of using the existing curb south of 30th Street as the wheel stop for the parking area. Concrete wheel stops will likely need to be installed in front of the Child Development Unit to prevent parked vehicles from encroaching upon the existing sidewalk in that location..
- In order to protect existing mature trees along the east side of Park Street, the City Council has approved the placement of the curb generally at the existing edge of pavement.
- Sidewalk is to be monolithic with the curb where necessary to protect existing mature trees. A detached sidewalk may be appropriate in areas where there are no trees to protect and where existing topography dictates.

b. West side of Park Street, between 28th and 30th Streets:

- Curb, gutter and sidewalk in front of 2835 Park Street (about 57 linear feet).
- Curb and gutter, but no sidewalk from the southwest corner of Park and 30th Street, south about 227 linear feet to join existing curb. (Topography in this segment is too steep for sidewalk.) Improvements shall include a curb return and any spandrels and cross-gutters that may be directed by the City Engineer.

c. West side of Park Street, between 30th and 32nd Streets:

Curb and gutter, but no sidewalk from the northwest corner of Park and 30th Street, north about 340 linear feet to join existing curb. (Topography in this segment is too steep for sidewalk.) Improvements shall include a curb return and any spandrels and cross-gutters that may be directed by the City Engineer.

d. West side of Park Street, between 32nd and 34th Streets:

- Curb, gutter and sidewalk from the southeast corner of Park and 34th Street, south about 340 linear feet to join existing curb, gutter and sidewalk. Improvements shall include a curb return and any spandrels and cross-gutters that may be directed by the City Engineer.

e. 721 - 28th Street:

- Curb, gutter and sidewalk (about 93 linear feet) to join existing curb, gutter and sidewalk on either end of the property.

3. Engineer's Cost Estimate: The total cost for constructing all of the improvements listed above may exceed the amount of Community Development Block Grant funds that are presently allocated to this project. Therefore, the engineer's cost estimate shall be broken into the following components, which reflect a preliminary proposal for priorities:

- a. East side of Park Street, between 28th and 30th Streets;
- b. East side of Park Street, between 30th and 32nd Streets;
- c. East side of Park Street, between 32nd and 34th Streets;
- d. West side of Park Street, between 32nd and 34th Streets;
- e. West side of Park Street, between 28th and 30th Streets;
- f. West side of Park Street, between 30th and 32nd Streets;
- g. In front of 721 - 28th Street.

ENGINEERS

PLANNERS

SURVEYORS



CITY OF EL PASO DE ROBLES

**PUBLIC IMPROVEMENTS TO LOW
INCOME NEIGHBORHOODS**

A Proposal Submitted to the City of El Paso de Robles
DPW No. 99-08

364 PACIFIC STREET
SAN LUIS OBISPO, CA
93401

805•544-7407
FAX 805•544-3863

March 29, 1999



MICHAEL F. CANNON, PE
ANDREW G. MERRIAM, AIA, AICP
DANIEL S. HUTCHINSON, LS

March 29, 1999

ENGINEERS

PLANNERS

SURVEYORS

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

**Re: Public Improvements to Low Income Neighborhoods Project,
DPW Project No. 99-08**

Dear Mr. Gallagher:

We submit this proposal to provide services for the construction of various public improvements at locations in low income neighborhoods.

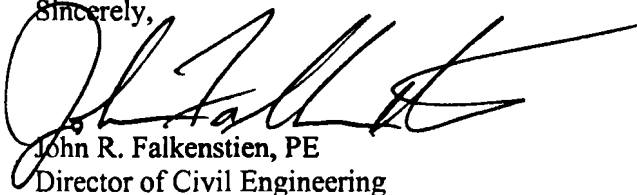
Cannon Associates will provide the City of El Paso de Robles with the necessary plans, specifications and estimates of probable cost for these improvement projects. Mr. Sandy Harwood, PE, our project manager, has 14 years of experience as a civil engineer, the bulk of it providing services to municipalities for infrastructure improvement projects. He also is experienced as a project manager for commercial and residential development projects that include the design and/or refit of curbs, gutters and sidewalks.

EarthSystems Consultants, of San Luis Obispo, will provide the soils testing and pavement design services for this project. Fred Potthast, PE, Vice President of EarthSystems will direct these portions of the project.

Thank you for inviting us to submit this proposal to the City. This proposal will remain valid for at least 90 days. Fees for additional services will be based on the rate schedule located in the Appendices.

If you have any questions, please contact Mr. Harwood, or me at 805-544-7407.

Sincerely,



John R. Falkenstien, PE
Director of Civil Engineering

JRF:jac
Enclosures
P990305

364 PACIFIC STREET
SAN LUIS OBISPO, CA
93401

805 544-7407
FAX 805 544-3863

PROVIDING SERVICE SINCE 1976



I. Firm Identification

Cannon Associates is an engineering, planning and surveying firm, providing services since 1976. Our professional staff of 70-plus members includes registered civil and mechanical engineers, structural designers, certified planners, and licensed land surveyors. We also employ staff specialists in hydrology, hydraulics and construction.

We are located in San Luis Obispo at 364 Pacific Street.

Mr. Sandy Harwood, PE, will be the project manager and contact person for the street improvement projects. His phone number, fax number, and e-mail address are:

- Phone: 805-544-7407
- Fax: 805-544-3863
- E-mail: sandyh@cannonassoc.com

Our Principals are:

Michael F. Cannon, PE

Andrew G. Merriam, AICP

Daniel S. Hutchinson, PLS

Their experience, background, academic training, and registration can be found in the resume section of the Appendices.

II. Sub-Consultants

We have asked EarthSystems Consultants to join our team and provide geotechnical engineering and soils analysis for this project.

Since 1969, the Earth Systems Companies have earned a reputation for providing professional consulting services on time and at competitive fees. *Engineering News Record* lists their company as one of the top 500 design firms in the nation.

The Earth Systems Companies have consistently provided quality geotechnical, geological, environmental, and materials inspection services for projects such as highways, bridges, airports, military installations, hospitals, educational facilities, and single and multi-family residential developments throughout California.

EarthSystems Consultants, is located at 4378 Santa Fe Road, in San Luis Obispo, California, 93401.

III. Key Personnel

Project Manager/Project Engineer

Sandy Harwood is responsible for the preparation of plans, specifications and opinions of probable cost. Mr. Harwood has 12 years of experience and has been project manager and/or project engineer for municipal, military, and residential development projects.

Mr. Harwood has completed nearly 65 projects that included replacing existing or constructing new curbs and gutters.

Project Surveyor

Dale L. Wilhelm, PLS, is a Project Surveyor with 14 years of experience. He will be responsible for preparing the topographic surveys used for the design of the curb and gutter improvements.

Mr. Wilhelm provided field and office surveying services in the preparation of the topographic and boundary surveys for the City of Paso Robles River Road Bikeway.

Fred Potthast, PE, is a registered Geotechnical Engineer, and Vice President of EarthSystems Consultants. He will be responsible for soils testing, pavement design, and preparation of the soils report.

CITY OF EL PASO ROBBLES
 Estimated Work Program Task List and Schedule

ID	Task Name	Start	Duration	Finish
1	Proposal Review	Mon 3/28/99	12 days	Tue 4/13/99
2	City Review	Mon 3/29/99	1 days	Mon 4/12/99
3	Award Contract/Notice to Proceed	Tue 4/13/99	1 day	Tue 4/13/99
4	Kick-Off Meeting with City Staff	Tue 4/13/99	1 day	Tue 4/13/99
5	Plans and Specifications	Tue 4/13/99	61 days	Tue 7/6/99
6	Survey and Geotechnical Testing	Mon 4/13/99	5 days	Mon 4/13/99
7	Plans	Tue 5/11/99	21 days	Tue 4/13/99
8	Specifications	Tue 4/13/99	21 days	Tue 5/11/99
8	Submit to City/City Review	Wed 5/12/99	11 days	Wed 5/26/99
10	Revisions	Mon 6/7/99	8 days	Thu 5/27/99
11	Plans	Mon 6/7/99	8 days	Thu 5/27/99
12	Specifications	Mon 6/7/99	8 days	Thu 5/27/99
13	2nd Submital to City/City Review	Fri 6/25/99	14 days	Tue 6/8/99
14	Revise/Finalize drawings and specs	Mon 7/5/99	6 days	Mon 6/28/99
15	Approval from City	Tue 7/6/99	1 day	Tue 7/6/99
16	Bid (handled by City)	Fri 8/20/99	32 days	Thu 7/8/99
17	Preparation of Bid Documents	Tue 7/27/99	14 days	Thu 7/8/99
18	Advertise for Bids	Tue 8/10/99	10 days	Wed 7/28/99
19	Job Walk	Wed 8/11/99	1 day	Wed 8/11/99
20	Receive Bids/Bid Opening	Wed 8/11/99	1 day	Wed 8/11/99
21	Award Contract	Fri 8/20/99	7 days	Thu 8/12/99
22	Construction	Thu 10/7/99	32 days	Wed 8/25/99
23	Mobilization/ Site Preparation	Thu 9/2/99	7 days	Wed 8/25/99
24	Install SWPPP Measures	Fri 9/3/99	1 day	Fri 9/3/99
25	Testing	Tue 9/7/99	3 days	Fri 9/3/99
26	Construct Improvements	Wed 10/6/99	21 days	Wed 9/8/99
27	Inspection/Acceptance	Thu 10/7/99	1 day	Thu 10/7/99
28	Preparation of Record Drawings	Fri 10/8/99	20 days	Thu 11/4/99
29	Preparation of Drawings	Tue 10/19/99	8 days	Fri 10/8/99
30	Submital to City	Wed 10/20/99	1 day	Wed 10/20/99
31	Review by City	Thu 10/21/99	10 days	Thu 10/21/99
32	Approval from City	Thu 11/4/99	1 day	Thu 11/4/99

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CITY OF EL PASO de ROBLES
Estimated Fees per Task for Street Improvement Projects

TOTAL P. 02

TASK NAME	PRINCIPAL CE		ASSOCIATE CE		ENG. TECH II		ENG. TECH III		CLERICAL		TOTAL
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
Plans and Specifications	5	\$ 475.00	40	\$ 3,000.00	103	\$ 4,841.00	109	\$ 5,995.00	26	\$ 1,040.00	\$ 15,351.00
Construction Observation	0	\$ -	20	\$ 1,500.00	0	\$ -	0	\$ -	4	\$ 160.00	\$ 1,660.00
Preparation of Record Drawings	1	\$ 95.00	1	\$ 75.00	0	\$ -	15	\$ 825.00	0	\$ -	\$ 995.00
Topographic Survey (lump sum)											\$ 11,545.00
EarthSystems Sub-Consultant Fees (lump sum)											\$ 3,154.00
TOTAL	6	\$ 475.00	61	\$ 3,000.00	103	\$ 4,841.00	124	\$ 5,995.00	30	\$ 1,040.00	\$ 32,705.00

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FEE SCHEDULE

February 1999

Civil Engineering Department	Rate/Hour
Director of Civil Engineering	\$ 95.00
Associate Civil Engineer	75.00
Civil Engineering Technician III	55.00
Civil Engineer Technician II	47.00
Construction Observation	60.00 – 90.00
Clerical II	40.00
Clerical Assistant	25.00

Survey Department

One-Man GPS Survey Crew (includes 2 receivers)	115.00
Two-Man GPS Survey Crew (includes 3 receivers)	190.00
One-Man Survey Crew with Robotic EDM	90.00
Two-Man Survey Crew	110.00
Three-Man Survey Crew	135.00
Principal Surveyor	95.00
Senior Land Surveyor	75.00
Land Surveyor II	65.00
Land Surveyor I	60.00
Survey/Technician III	60.00
Survey/Technician II	55.00
Survey/Technician I	40.00
Clerical I	35.00

REIMBURSABLE EXPENSE SCHEDULE

April 1998

In-House Reproduction	
Blueprints	\$ 2.00 per sheet
Sepia Mylars	\$10.00 per sheet
Plots	\$10.00 per sheet
Photocopies	\$ 0.15 per page
Other Reproduction	Cost + 15%
Communication (mail and telephone)	Cost + 15%
FAX	\$ 1.00 per page
Shipping (UPS, Fed Ex, etc.)	Cost + 15%
GPS Equipment	\$25.00 per hour/per receiver \$50.00/day minimum charge
Robotic EDP	\$25.00 per hour
Permit Fees	Cost + 15%
Subconsultant Fees	Cost + 10%

If authorized by the client, an overtime premium multiplier of 1.5 will be applied to the billing rate of hourly personnel who work overtime in order to meet a deadline which cannot be met during normal hours. Applicable sales taxes, if any, will be added to these rates.

Survey crews are billed portal to portal, and mileage charges are included in the hourly rate.