

TO: JAMES L. APP, CITY MANAGER

FROM: BOB LATA, COMMUNITY DEVELOPMENT DIRECTOR *BL*

SUBJECT: CARNEGIE LIBRARY: APPROVAL OF DESIGN CONSULTANT AND APPROPRIATION OF CDBG FUNDS

DATE: July 6, 1999

Needs: For the City Council to: (1) authorize staff to enter into a consultant services agreement for the schematic design of disabled access improvements and an assessment of the full range of building improvements needed for the Carnegie Library and (2) to appropriate \$35,000 of the \$100,600 in 1998 Community Development Block Grant (CDBG) allocated for the design of disabled access improvements for the Carnegie Library.

- Facts:
1. Via Resolution 98-48, the Council allocated \$100,600 in 1998 CDBG funds for the design and construction of disabled access improvements (elevator and bathrooms) to bring the Carnegie Library Building into compliance with the Americans with Disabilities Act so that it may be used as a museum.
 2. Following a process involving requests for proposal from 16 firms, Architectural Resources Group (ARG) of San Francisco is the one qualified firm who has expressed interest in the Carnegie Library project. ARG has also been hired by the City of San Luis Obispo to design the rehabilitation of their Carnegie Library Building (i.e., The County Museum), and has completed rehabilitation of Carnegie Libraries in the cities of Sonoma and Healdsburg.
 3. Members of the Historical Society have participated in the solicitation and review of proposals and in the refinement of the scope of work.
 4. ARG has provided two options for the Council's consideration as follows:
 - a. Prepare "schematic" plans for disabled access improvements, a "building assessment" (that would evaluate all of the building's other needs), and an opinion of probable construction costs at a price of about \$29,000 (\$26,000 base price quoted in their proposal plus an estimated \$3,000 for materials testing by a subcontracted geotechnical firm). (Note: This option is referred to as "Scheme B" in ARG's proposal, attached with the consultant services agreement.)
 - b. Prepare a "building assessment" that would identify all of the necessary improvements and an opinion of probable construction costs, but not include any "schematic plans". The price for this option would be about \$20,650 (\$17,650 base price quoted in their proposal plus an estimated \$3,000 for materials testing by a subcontracted geotechnical firm). (Note: This option is referred to as "Scheme A" in ARG's proposal.)

5. Members of the Historical Society have informed City staff and ARG that water appears to leaching through the cement floor into the basement. The construction methods and the probable construction costs to address this problem would be identified as part of a "building assessment".
6. In 1990, as part of a Historic Preservation Grant effort, the City hired Andrew Merriam, an architect, to prepare a building assessment and schematic plans for seismic strengthening, disabled access and general building rehabilitation. The contract with Merriam was terminated and the construction grant was not pursued. In its files, the City has a set of schematic plans, which do not address seismic strengthening. The City does not have a detailed building assessment report on file.

Analysis and
Conclusion:

Building Assessment: The concept of a "building assessment" was explained by ARG as an evaluation of the building as a whole to identify the full range of improvements needed. Such improvements would include disabled access, seismic strengthening, electrical, mechanical, and waterproofing. One of the purposes of such an assessment would be to avoid piecemeal construction of improvements that might conflict with future needs. ARG noted that, without any such prior overall assessment, the City of San Luis Obispo had installed an elevator and heating system 10-12 years ago, and now has to replace both the elevator and the heating system, as they conflict with the overall plan.

1990 Schematic Plans and Building Assessment: The schematic plans on file are outdated with respect to the current building and disabled access codes. The 1990 schematic plans have value for identifying existing building design and possible layouts for disabled access. A set of the 1990 plans has been provided to ARG. Staff could find no building assessment report on file.

Probable Design and Construction Costs: Staff reviewed the budget for improvements being made to San Luis Obispo's Carnegie Library. Assuming that the costs of constructing disabled access improvements would be similar for Paso Robles' Carnegie Library, it appears that the costs of designing and constructing disabled access improvements could be more than double the \$100,600 in 1998 CDBG funds allocated.

Asbestos: Additionally, an unknown factor that could affect the cost is whether or not the improvements would compromise the friable asbestos in the wall plaster. If it becomes necessary to cut into the interior walls, there will be abatement costs that will add substantially to the above estimate.

Water Leak: A waterproof membrane was installed along the exterior of the Carnegie Library Building in 1991. From stains on the basement floor, it appears that the current leakage is through the cement floor. Doug Monn, City Building Official, has indicated that there are treatments that can be applied to the floor and walls to prevent the water from leaching through.

Approach: The proposed approach is to use available funds (from the \$100,600 allocated) to determine future needs, and to seek later CDBG funding to do the balance of the work. Under this approach, the Council could allocate a portion of year 2000 CDBG funds to supplement the 1998 funds, assuming that there would be no other proposals for CDBG-funded activities with higher priorities. This would postpone completion of the improvements until late 2000 / early 2001.

In addition to a full building assessment and an opinion of probable construction costs, Option "a" would provide a schematic design for disabled access improvements. Assuming that the costs for constructing the disabled access improvements would be financially feasible, having the schematic plans already prepared would help expedite the construction process.

It should be noted, however, that schematic plans are not detailed construction drawings. ARG's proposal indicates that the cost to prepare detailed construction drawings, bid specifications, and a detailed construction cost estimate would be charged at 18% of the estimated cost of disabled access improvements.

It is suggested that only \$35,000 of the \$100,600 allocated to this project be appropriated at this time. This would cover the estimated \$29,000 option and allow for any contingencies that might arise.

Policy

Reference: Resolution 98-48

Fiscal

Impact: No impact to the General Fund. The \$35,000 for preparation of schematic plans for disabled access improvements, for a building assessment and for an opinion of construction costs will be paid for with 1998 CDBG funds.

Options:

- a. Adopt the attached resolution appropriating \$35,000 in 1998 CDBG funds for the preparation of a building assessment and schematic plans for the disabled access improvements and authorizing the City Manager to sign a consultant services agreement with Architectural Resources Group.
- b. Direct staff to prepare resolutions for Council consent at its meeting of June 15, 1999 (1) to appropriate \$25,000 of the \$100,600 in 1998 CDBG funds for the preparation of a building assessment for the Carnegie Library (without schematic plans) and (2) authorizing the City Manager to sign a consultant services agreement with Architectural Resources Group.
- c. Amend, modify or reject the foregoing options.

Attachments:

1. Resolution Appropriating \$35,000 in 1998 CDBG Funds for the Design of Disabled Access Improvements to the Carnegie Library and Authorizing the City Manager to Sign a Consultant Services Agreement with Architectural Resources Group
2. Consultant Services Agreement

RESOLUTION NO. 99-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES
APPROPRIATING \$35,000 OF 1998 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FOR THE DESIGN OF DISABLED ACCESS IMPROVEMENTS AND PREPARATION OF A
BUILDING ASSESSMENT FOR THE CARNEGIE LIBRARY AND AUTHORIZING THE CITY
MANAGER TO SIGN A CONSULTANT SERVICES AGREEMENT

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 \$100,600 in 1998 CDBG funds are to be allocated for design and construction of disabled access improvements to the Carnegie Library; and

WHEREAS, the City solicited proposals for the design of said disabled access improvements from 16 firms, but received only one proposal from Architectural Resources Group; and

WHEREAS, Architectural Resources Group has extensive experience in designing various types of improvements to historical buildings, including Carnegie Libraries in the cities of San Luis Obispo, Sonoma, and Healdsburg;

WHEREAS, Architectural Resources Group has submitted a proposal to prepare schematic plans for disabled access improvements, a building assessment and an opinion of probable construction costs for the Carnegie Library for \$26,000, and additional funds will be needed for materials testing and other contingencies;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of El Paso de Robles to appropriate \$35,000 of 1998 Community Development Block Grant funding allocation to budget Account # 227-710-5235-211 to prepare schematic plans for disabled access improvements, a building assessment and an opinion of probable construction costs for the Carnegie Library.

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

1. To engage the professional services of Architectural Resources Group to prepare schematic plans for disabled access improvements, a building assessment, and an opinion of probable construction costs for the Carnegie Library.
2. To authorize the City Manager to sign a consultant services agreement with Architectural Resources Group, in the amount not-to-exceed \$35,000, on behalf of the City.

PASSED AND ADOPTED THIS 6th day of July, 1999 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MAYOR DUANE J. PICANCO

ATTEST:

DENNIS FANSLER, CITY CLERK

ED\COMREHAB\CARNEGIE\APPROPRIATION RESO

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 Architectural Resource Group (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. Aaron Jon Hyland 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 CONSULTANT'S proposal dated April 27, 1999.

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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 twenty-six thousand, dollars (\$26,000.00) ("Contract Price"), which the City will make payment at the following milestones (% of Contract Price):

- Upon receipt of an administrative draft ("pre-draft") set of schematic plans for disabled access, building assessment summary report and opinion of probable construction costs..... 50%
- Upon City staff acceptance of draft schematic plans for disabled access, building assessment summary report and opinion of probable construction costs..... 25%
- Upon City Council acceptance of final schematic plans for disabled access, building assessment summary report and opinion of probable construction costs..... 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. CITY will pay all bill(s) within 30 days of receipt.

C. 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**

Work shall commence within ten (10) days of execution of this Agreement. An administrative draft ("pre-draft") set of schematic plans for disabled access, building assessment summary report and opinion of probable construction costs shall be submitted to the City within

one hundred, twenty (120) days of execution of this Agreement. A draft set of schematic plans for disabled access, building assessment summary report and opinion of probable construction costs shall be submitted to the City within one hundred, fifty (150) days of execution of this Agreement. A final set of schematic plans for disabled access, building assessment summary report and opinion of probable construction costs shall be submitted to the City within one hundred, eighty (180) days of execution of this Agreement.

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

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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: Architectural Resources Group
ATTN: Aaron Jon Hyland
Pier 9: The Embarcadero
San Francisco, CA 94111

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, when said violation of any law or regulation 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 comprehensive general liability insurance (including automobile), in the minimum amount of one million dollars (\$1,000,000). Said insurance policies shall remain in force throughout the term of this Agreement.

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: _____

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EXHIBIT A: SCOPE OF WORK

CARNEGIE LIBRARY DISABLED ACCESS DESIGN AND BUILDING ASSESSMENT

Consultant Responsibilities:

- a. As described in "Scheme B" on Consultant's proposal, attached as Exhibit "B", Consultant will prepare schematic design plans for disabled access improvements, which shall include an elevator and one or two accessible restrooms (one unisex on each floor), to comply with the Americans with Disabilities Act (A.D.A.).
 - b. As described in "Scheme A" on Consultant's proposal, attached as Exhibit "B", Consultant will prepare a building assessment that will identify the necessary improvements to bring the building into conformance with the City's Seismic Code (Municipal Code Chapter 17.18) and to restore the building to a proper level of maintenance with regard to water leaks, electrical, mechanical and building envelop.
 - c. Consultant will contract directly with a geotechnical firm for materials assessment.
 - d. Consultant will conduct one public workshop at which preliminary alternative design options may be presented and public comments received.
 - e. Consultant will prepare an opinion of probable construction costs in current dollars for construction of both the necessary accessibility improvements and other improvements identified in the building assessment.
 - f. It should be noted that the wall plaster and air duct wrap/joint tape contain friable asbestos. Non-friable asbestos has been found in transite cementious pipe, floor tiles/mastic and roofing materials.
 - g. Insurance: Consultants must maintain Worker's Compensation insurance, its own automobile insurance, and general liability insurance satisfactory to City in a minimum amount of \$1,000,000 and shall provide that the City is designated as additional insured thereunder.
2. City Staff Support:
- a. During the preparation of schematic plans and the building assessment, because of staffing limitations, a consultant should not expect or plan for City staff to collect building records information or provide other work product support for this project.
 - b. The City has a set of plans on file for a prior (1990-92) proposed renovation that included seismic retrofit and disabled access improvements. The information in these plans is proprietary. A copy of these plans will be made available to the selected consultant for use as a reference, but not for copying or reproduction.

EXHIBIT "B"

ARCHITECTURAL RESOURCES GROUP

Architects, Planners & Conservators, Inc.

RECEIVED

APR 30 1999

COMMUNITY DEVELOPMENT

April 27, 1999

8 pages via fax to 805-237-6565, original to follow in mail

Mr. Ed Gallagher
Housing Programs Manager
City of Paso Robles
1000 Spring Street
Paso Robles, CA 93446

re: Paso Robles Carnegie Library, ARG project #97237

Dear Ed:

Thank you for your patience in my responding to your March 18, 1999 letter. Attached are two proposals for the following schemes:

Scheme A: Preparation of the building assessment only, not including schematic plans for disabled access or seismic improvements. This scheme would assess the building in regard to disabled access deficiencies, conceptual solutions for disabled access, identification of the seismic vulnerabilities and conceptual seismic solutions (no calculations or structural design would be included), and building condition assessment in regard to mechanical/electrical and building envelop.

Scheme B: Preparation of the building assessment outlined in Scheme A and schematic design for the disabled access, not including seismic improvements.

If seismic is not pursued in phases 2-5, the percentage would need to be adjusted from the 15% shown to 18%. We can negotiate that on a time and material basis once we are complete with Schematic Design.

Please review and call if you have any questions.

Sincerely,

Aaron Jon Hyland,
Senior Associate

BRUCE D. JUDD, AIA

STEPHEN J. FARNETH, AIA

TAKASHI FUKUDA

KATE JOHNSON

CATHLEEN A. MALMSTRÖM

NAOMI O. MIROGLIO

NINA PASCALE

DOUGLAS R. TAYLOR

DAVID P. WESSEL

Pier 9, The Embarcadero

San Francisco

California

94111

arg@argsf.com

fax 415.421.0127

415.421.1680

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SCHEME A

Carnegie Library Rehabilitation, City of Paso Robles

April 27, 1999

PROPOSED PLAN OF WORK & COMPENSATION

Scheme A: Preparation of the building assessment only, not including schematic plans for disabled access or seismic improvements. This scheme would assess the building in regard to disabled access deficiencies, conceptual solutions for disabled access, identification of the seismic vulnerabilities and conceptual seismic solutions (no calculations or structural design would be included), and building condition assessment in regard to mechanical/electrical and building envelop.

Scope

1. Site Visit #1 (2 Days for Architect, 1 Day for Structural Engineer)
 - a. Start-up meeting with Architect, Structural Engineer, Historical Society and City representatives.
 - b. Existing conditions assessment and inspection of the building and grounds by Architect and Structural, Mechanical, Electrical Engineers.
2. Existing Conditions Analysis
 - a. Architectural and historical.
 - b. Structural.
 - c. Mechanical, electrical and plumbing.
 - d. Code analysis for disabled access, egress, life safety and applicability of State Historic Building Code.
3. Develop 2 conceptual disabled access alternatives.
4. Identification of the seismic vulnerabilities and conceptual seismic solutions. No calculations or structural design would be included.
5. Site Visit #2 (1 Day)
 - a. Workshop with members of the Historical Society, Paso Robles Main Street, City Officials (Council, Planning Commission and Staff), and interested members of the Public.
 - b. Architect to meet with building official and fire marshal to discuss project.
 - c. Follow-up site visit.

SCHEME A

Carnegie Library Rehabilitation, City of Paso Robles

April 27, 1999

6. Based on the evaluation of the existing building systems and the results of the Code Analysis, the Mechanical and Electrical Engineers will propose a verbal scope of work for repair or alteration of building systems including:
 - a. Heating/ventilating/air conditioning.
 - b. Plumbing.
 - c. Electrical.
 - d. Fire protection/sprinkler system.
7. Prepare Building Assessment Summary Report with summary list of potential improvements.
8. Prepare Rough Order of Magnitude Opinion of Probable Construction Costs for the identified building deficiencies.
9. Submit pre-draft Building Assessment Summary Report for City Project Manager review.
10. Submit draft Building Assessment Summary Report to City for review.
11. Submit Final Building Assessment Summary Report to City.

Assumptions

1. City to provide reproducible vellums of renovation projects and original drawings (if located).
2. City to contract directly with hazardous materials assessment and abatement contractor. Hazardous materials assessment contractor will prepare scope of work for abatement.
3. City to provide topographic and utility survey.
4. The city will reproduce the required sets of documents for their reviews.

Deliverables

1. Building Assessment Summary Report.
2. Four bound copies and one reproducible copy will be submitted for each of the three submittals.

Lump Sum Compensation

We propose to provide the services as outlined in the scope above, including travel and reimbursable expenses, for \$17,650.00

SCHEME A

Carnegie Library Rehabilitation, City of Paso Robles

April 27, 1999

Options / Additional Services

1. Additional site visits for meetings as requested by the City for further programming/design revisions, City Council meetings, etc. will cost \$1,000 per visit per person for a one-day trip.
2. Geotechnical, land survey and material testing consultants can be contracted through Architect at direct cost plus 15% for geotechnical fees.
3. The following are the billing rates for additional work:

Principals	\$130.00/Hour
Project Managers/Project Architects/Senior Conservator	\$ 100.00/Hour
Job Captains	\$ 85.00/Hour
Designers/Historical and Conservation Staff	\$ 65.00 to \$85.00/Hour
CADD Operators	\$ 75.00/Hour
Administrative Staff	\$ 60.00/Hour

PROPOSED PLAN OF WORK & COMPENSATION

Scheme A: Preparation of the building assessment only, not including schematic plans for disabled access or seismic improvements. This scheme would assess the building in regard to disabled access deficiencies, conceptual solutions for disabled access, identification of the seismic vulnerabilities and conceptual seismic solutions (no calculations or structural design would be included), and building condition assessment in regard to mechanical/electrical and building envelop.

Scheme B: Preparation of the building assessment outlined in Scheme A and schematic design for the disabled access, not including seismic improvements.

Scope

1. Site Visit #1 (2 Days for Architect, 1 Day for Structural Engineer)
 - a. Start-up meeting with Architect, Structural Engineer, Historical Society and City representatives.
 - b. Existing conditions assessment and inspection of the building and grounds by Architect and Structural, Mechanical, Electrical Engineers.
2. Existing Conditions Analysis
 - a. Architectural and historical.
 - b. Structural.
 - c. Mechanical, electrical and plumbing.
 - d. Code analysis for disabled access, egress, life safety and applicability of State Historic Building Code.
3. Develop 2 conceptual disabled access alternatives.
4. Identification of the seismic vulnerabilities and conceptual seismic solutions. No calculations or structural design would be included.
5. Site Visit #2 (1 Day)
 - a. Workshop with members of the Historical Society, Paso Robles Main Street, City Officials (Council, Planning Commission and Staff), and interested members of the Public.
 - b. Architect to meet with building official and fire marshal to discuss project.
 - c. Follow-up site visit.

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6. Prepare Schematic Design Drawings
 - a. Architectural plans, elevations and sections.
 - b. Structural plans.
7. Based on the evaluation of the existing building systems and the results of the Code Analysis, the Mechanical and Electrical Engineers will propose a verbal scope of work for repair or alteration of building systems including:
 - a. Heating/ventilating/air conditioning.
 - b. Plumbing.
 - c. Electrical.
 - d. Fire protection/sprinkler system.
8. Prepare Pre-design Summary Report with summary list of potential improvements.
9. Prepare Opinion of Probable Construction Costs.
10. Submit Draft Schematic Design package for City Project Manager review.
11. Submit Schematic Design package to City for review.
12. Site Visit #3 (1 Day)
 - a. Architect and Structural Engineer to meet with Historical Society and City representatives.
13. Submit Schematic Design package to SHPO for review.

Assumptions

1. City to provide reproducible vellums of renovation projects and original drawings (if located).
2. City to provide CAD file of standard title block to Architect.
3. City to contract directly with hazardous materials assessment and abatement contractor. Hazardous materials assessment contractor will prepare scope of work for abatement.
4. City to provide topographic and utility survey.
5. City to contract directly with geotechnical consultant. Structural Engineer to assist City in preparation of scope of services for geotechnical consultant.
6. City to contract with material testing service. Structural Engineer to assist City in

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- preparation of scope of services for material testing consultant.
7. The city will reproduce the required sets of documents for their reviews.
 8. It is assumed a Mitigated Negative Declaration will be prepared and revisions required will be incorporated at the Design Development phase.
 9. All review comments from the City will be submitted to the Architect at the same time and attached to the Notice to Proceed with Design Development. Revisions required will be incorporated at the Design Development phase.

Deliverables

1. Pre-design report. (Building Assessment - this work is in addition to the disabled access and seismic strengthening improvements)
2. Schematic Design drawings.
3. Opinion of Probable Construction Costs.
4. Four sets and one reproducible vellum copy of each will be submitted for each of the three submittals.

Lump Sum Compensation

We propose to provide the services as outlined in the scope above, including travel and reimbursable expenses, for \$26,000.00

Options / Additional Services

1. Additional site visits for meetings as requested by the City for further programming/design revisions, City Council meetings, etc. will cost \$1,000 per visit per person for a one-day trip.
2. Geotechnical, land survey and material testing consultants can be contracted through Architect at direct cost plus 15% for geotechnical fees.
3. Revision of the Schematic Design package if needed due to extensive comments can be completed for an additional \$2000.00.

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4. The following are the billing rates for additional work:

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TEAM ORGANIZATION and SERVICES

