

TO: James L. App, City Manager
FROM: Doug Monn, Public Works Director
SUBJECT: Award contract to provide design services for new City Park restrooms accessible to the disabled
DATE: March 1, 2011

NEEDS: For the City Council to consider awarding a contract to Ravatt, Albrecht & Associates, Inc. for architectural design work associated with design of a new restroom building in City Park.

- FACTS:**
1. On September 7, 2010, City Council made findings that the existing restroom facilities located west of the Carnegie Library are inadequate and obsolete.
 2. The existing facilities are non-compliant with State of California and Americans with Disabilities Act requirements.
 3. A lawsuit was filed against the City on March 16, 2010 asserting violation of the Americans with Disabilities Act.
 4. As part of the settlement of the litigation, the City entered into a Consent Decree dated December 11, 2010 which specified certain corrective actions to be undertaken by the City, including the design and construction of a new restroom building in City Park.
 5. The Consent Decree provides the City will complete work to address the specified access issues by July 1, 2012.
 6. On October 19, 2010, the City issued a Statement of Qualifications/Request for Proposal for design services for restrooms accessible to the disabled.
 7. The following firms submitted proposals:

BFCG-IBI Group	Pults & Associates
Omni Design Group, Inc.	Ravatt, Albrecht & Associates, Inc.
PMSM Architects	Vitetta
 8. After proposal review and interviews, the City Council Ad Hoc committee recommended retaining Ravatt, Albrecht & Associates, Inc. to provide design services for the restroom project.

**ANALYSIS &
CONCLUSION:**

The City must achieve compliance with the access standards set forth under the Americans with Disabilities Act (ADA). The City has total of eighteen (18) months to complete the design work and construction.

Based on review of the proposals, reflected scope of work, demonstrated experience and Ad Hoc Committee input, staff recommends that Ravatt, Albrecht & Associates, Inc. be retained to provide the City with design services.

POLICY

REFERENCE:

Americans with Disabilities Act, California Title 24 and Consent Decree

FISCAL IMPACT:

Payment for the approved contract would be allocated from the proceeds previously generated by the sale of Redevelopment Bonds by means of a Redevelopment Agency Funding Agreement. Staff requests that a budget be established as follows:

Design fee	\$30,762.00
10% Contingency	<u>3,076.00</u>
	\$33,838.00

Once the design is complete and bids are received, a construction budget will be requested.

OPTIONS:

- a. Adopt Resolution No. 11-xx appropriating \$33,838 from the proceeds previously generated through the sale of Redevelopment Bonds to Budget No. 700-810-5451-296, by means of a Redevelopment Agency Funding Agreement and to authorize the City Manager to enter into a contract with Ravatt, Albrecht & Associates, Inc. in the amount of \$30,762.
- b. Amend, modify, or reject the above option.

Prepared by Freda Berman

Attachments (2)

- 1) Ravatt-Proposal of Understanding
- 2) Resolution



RAVATT, ALBRECHT
& ASSOCIATES, INC.
ARCHITECTURE ENGINEERING

Monday, February 07, 2011

City of Paso Robles
Public Works Department
1000 Spring Street
Paso Robles, CA 93446
Attn: Freda Berman

Re: Restrooms Accessible to the Disabled
City of Paso Robles

Dear Freda;

Thank you for considering the Architectural and Engineering Services of Ravatt, Albrecht, & Associates for the City Park Restrooms accessible to the Disabled, DPW Project No. 10-15. Since RFP/Q did not state a budgeted amount for the Park Restroom Project, RA based our proposal on a six fixture facility.

RA shall be the A/E lead and coordinate all design related efforts. Please find below our proposal of understanding and work to be included.

A/E Proposed Design Team:

Architect of Record: Greg Ravatt, AIA, Ravatt, Albrecht & Associates, Inc.
Project Architect: Paul Reinhardt, AIA LEED AP, Ravatt, Albrecht & Associates, Inc.
Project Manager: Ann Burt, Ravatt, Albrecht & Associates, Inc.
Refer t to attached documents for list of all proposed consultants.

A/E Efforts To Include:

1. Provide Scope of Work as identified in City of el Paso de Robles RFQ /P DPW Project No. 10-15.
2. Prepare complete A/E Package of Construction Drawings and Project Specifications and Limited Construction Administrative Services as per Paso Robles RFQ Document and Professional Services Agreement, with the following modifications:
 - a. Architect to attend (1) one Programming Meeting.
 - b. Architect to attend (1) one Schematic Design Presentation
 - c. Architect to attend (1) one Value Engineering Meeting.
 - d. Architect to attend (1) one Pre Bidding Meeting
 - e. Architect to attend (1) one Pre Construction Meeting
 - f. Architect to attend (2) two Construction Meetings
 - g. See Attached Fee Schedules for RA and Consultants (Structural Engineering and Civil Engineering)

CORPORATE OFFICE
3203 LIGHTNING ST. PO BOX 528
SANTA MARIA, CA 93456-0528
T: 805.928.5002 F: 805.928.0195

SANTA BARBARA
P O BOX 92054
SANTA BARBARA, CA 93190-2054
T: 805.966.9869 F: 805.966.9542

CENTRAL COAST
1371 PACIFIC STREET
SAN LUIS OBISPO, CA 93401
T: 805.786.4391 F: 805.786.4792

W W W . R A V A T T - A L B R E C H T . C O M

3. Architect to provide electronic copies of the project plans and specifications on CD. Format will be PDF or tif. For the plans and word for the specifications.

A/E Efforts Do Not Include:

1. Hazardous Building Materials Survey and Abatement Plans and Specifications
2. Geotechnical report
3. Engineered Fire Sprinkler System, (to be contractor D/B engineered shop drawings deferred submittal)
4. Engineered Fire Alarm System (to be contractor D/B engineered shop drawings deferred submittal)
5. Determination of Available Existing Electrical Power, i.e. on-site Recordings.
6. Landscape Architecture
7. Topographic survey
8. Civil limited to replacing the building at existing grade elevation. Spot grades will be provided at walkways and building entries. No grading beyond. No storm-water runoff design. Roof drains to splash blocks and to existing surface flow.

Proposed A/E Team Design Fee: \$30,762.00

INVOICES

Invoicing will be as described in our **Rate Sheet** (see Exhibit "A")

Designated Services. Unless otherwise provided, the Architect's/Engineering designated services consist of those services identified in the Schedule of Designated Services as being performed by the Architect, Architect's employees and Architect's consultants, and as described in the Descriptions of Designated Services.

Changes in Project Scope. Services required because of significant changes in the Project including, but not limited to, size, quality, or complexity.

Contingency or Contingent Services. In the event unforeseen conditions warrant additional services including but not limited to: additional design, additional government processing, additional consultant coordination, or additional working drawings or details above and beyond the scope of work typical as required by municipal agencies to obtain a building permit as described by the California Building Code. The Client, will be notified by the Architect in writing, in the event such services are required. Prior to the start of work for any Contingent services or contingency, written authorization will be required by the client.

CLIENT'S RESPONSIBILITIES

Representative. The Client shall designate a representative authorized to act on the Client's behalf with respect to the Project. The Client or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

Notice. Prompt written notice, shall be given by the Client to the Architect if the Client becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents.

Information. The Client shall provide full information regarding requirements for the Project including but not limited to a current title report, soils report, current approved plans and documents, current conditions of approval: If available, current CAD drawings in AutoCAD 2000 readable format.

Tests, Inspections and Reports Furnished by Client. Where necessary, the Client will take full responsibility for structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other

laboratory and environmental tests, inspections and reports required by law or the Contract Documents, or unless otherwise provided in this Agreement.

Legal, Accounting and Insurance Services Furnished by Client. The Client shall furnish all legal, accounting and insurance counseling services required for the Project.

USE OF PROJECT DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

Architect's Reserved Rights. The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.

Limitations on Use. The Client shall be permitted to retain copies, including reproducible copies, of the Project Drawings, Specifications and other documents for information and reference in connection with the Client's use and occupancy of the Project. The Project Drawings, Specifications or other documents shall not be used by the Client or others on or portion of any other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

PAYMENTS TO THE ARCHITECT

Direct Personnel Expense. Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

Reimbursable Expenses. Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following Clauses:

- 1 Printing/Plotting, Reproductions, postage and handling of Drawings, Specifications and other documents.
- 2 Facsimile services, courier services, overnight deliveries or other similar project-related expenditures.
- 3 Travel and special meetings not covered in the scope

Payments for Contingent Additional Services and Reimbursable Expenses. Payments on account of the Architect's Contingent Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

Payments Withheld. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been found to be liable.

Respectfully Submitted,

Greg Ravatt, AIA
Principal Architect
Ravatt, Albrecht & Associates, Inc.

FEE PROPOSAL



City of El Paso de Robles
Public Works Department
Attn: Freda Berman
1000 Spring Street
Paso Robles CA 93446

Dear Freda Berman;

First, we would like to thank you the opportunity to submit a proposal. Secondly, we are including our Fee Proposal for the City Park Restrooms replacement, Project No. DPW #10-15. We have based our proposal on a 600 square foot replacement restroom facility and the scope of work as presented by the City of Paso Robles.

Ravatt Albrecht and Associates	\$ 14,742.00	Architecture/mech/elect.
Cannon and Associates	\$ 6,900.00	Structural
Above Grade Engineering	\$ 7,820.00	Civil
Demolition Plans and Specifications	\$ 1,300.00	

Total Proposal	\$30,762.00
-----------------------	--------------------

	Schem. Design	Design Dev	ConDocs	Bidding	CA	Sub total
Ravatt Albrecht	\$2,211.30	\$2,948.40	\$5,896.80	\$737.10	\$2,948.40	\$14,742.00
Cannon	\$0.00	\$1,610.00	\$2,530.00	\$460.00	\$2,300.00	\$6,900.00
Above Grade		\$0.00	\$5,692.50	\$0.00	\$2,127.50	\$7,820.00
Demo plan/spec			\$1,300.00			\$1,300.00
Total						\$30,762.00

Greg Ravatt, AIA, President Ravatt Albrecht & Associates, Inc.

Ravatt Albrecht & Associates, Inc.

RESOLUTION NO. 11-xxx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
AWARDING THE CONTRACT TO PROVIDE DESIGN SERVICES FOR NEW CITY PARK
RESTROOMS ACCESSIBLE TO THE DISABLED

WHEREAS, on September 7, 2010, City Council made findings that the existing restroom facilities located west of the Carnegie Library are inadequate and obsolete; and

WHEREAS, the existing facilities are non-compliant with State of California and Americans with Disabilities Act requirements; and

WHEREAS, a lawsuit was filed against the City on March 16, 2010 asserting violation of the Americans with Disabilities Act; and

WHEREAS, the settlement of the litigation included a Consent Decree, dated December 11, 2010, pursuant to which the City agreed to undertake certain corrective actions; and

WHEREAS, the Consent Decree provides the City will complete work address the design and construction of a new restroom building in City Park by July 1, 2012; and

WHEREAS, on October 19, 2010, the City issued a Statement of Qualifications/Request for Proposal for design services for restrooms accessible to the disabled; and

WHEREAS, six firms submitted proposals; and

WHEREAS, based on proposal review, reflected scope of work, demonstrated experience and interviews, staff recommends that Ravatt, Albrecht & Associates, Inc. be retained to provide the City with design services; and

WHEREAS, payment for the approved contract will come from the proceeds previously generated by the sale of Redevelopment Bonds by means of a Redevelopment Agency Funding Agreement as follows: design fee - \$30,762, contingency - \$3,076, for a total of \$33,838; and

WHEREAS, once design is complete and bids are received, a construction budget will be requested.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The City Council of the City of El Paso de Robles does hereby appropriate \$33,838 from the proceeds previously generated through the sale of Redevelopment Bonds to Budget No. 700-810-5451-296, by means of a Redevelopment Agency Funding Agreement.

SECTION 2. The City Council does hereby authorize the City Manager to enter into a contract with Ravatt, Albrecht & Associates, Inc. in the amount of \$30,762.

PASSED AND ADOPTED by the City Council of the City of Paso Robles this 1st day of March 2011 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

Duane Picanco, Mayor

Caryn Jackson, Deputy City Clerk