

RESOLUTION NO. 90- 95

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF PASO ROBLES
APPROVING A CONSULTANT SERVICES AGREEMENT WITH
CHARLES WALTON ASSOCIATES, ARCHITECTS
FOR MUNICIPAL LIBRARY ARCHITECTURAL SERVICES
AND
AUTHORIZING THE CITY MANAGER TO EXECUTE

WHEREAS, the City has need of Architectural Services for the design and construction of a new municipal library; and

WHEREAS, the Library Architect Selection Committee has interviewed five firms and recommends the firm of CHARLES WALTON ASSOCIATES, ARCHITECTS be selected as Architect for the new Paso Robles Municipal Library.

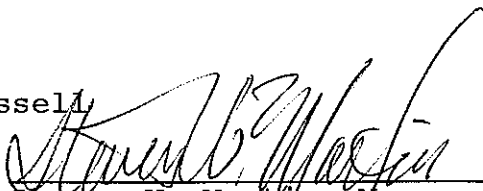
BE IT THEREFORE RESOLVED by the City Council of the City of Paso Robles that the attached Consultant Services Agreement with Charles Walton Associates, Architects be approved and that the City Manager be authorized to execute the Agreement.

PASSED AND ADOPTED by the City Council of the City of Paso Robles, this 5th day of June, 1990, on the following vote:

AYES: Cousins, Conway and Martin

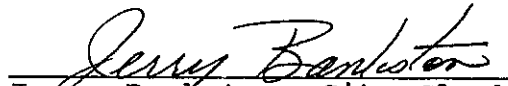
NOES: None

ABSENT: Reneau and Russell



Steven W. Martin, Mayor

ATTEST:



Jerry Bankston, City Clerk

b. Laws to be observed. CONSULTANT shall:

(1) 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.

3. DUTIES OF CITY

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

4. COMPENSATION

The **CONSULTANT** will perform the work in phases as described in Exhibit "A". Payment for such work shall be as described in Exhibit "B".

CONSULTANT will bill **CITY** as set forth in Exhibit "B." **CITY** will pay these bill(s) within 30 days of receipt.

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

Program scheduling shall be as described in Exhibit "C" unless revisions to the exhibit 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. **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.

7. **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.

8. 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.

9. 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. CONSULTANT may retain a copy of all work for CONSULTANT'S use. CONSULTANT shall provide ten copies of Schematic Design documents and two copies of Working Drawings and Specifications to CITY as part of this Agreement. At completion of construction, all sub-consultant calculations and/or reports relative to the mechanical, electrical, structural and any other designated categories of the project shall be delivered to the CITY as part of this Agreement.

10. ASSIGNMENT: SUBCONTRACTORS: EMPLOYEES

This Agreement is for the performance of architectural 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.

11. NOTICES

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

CITY: JERRY BANKSTON
1030 SPRING STREET
P.O. BOX 307
PASO ROBLES, CA. 93447

CONSULTANT: CHARLES WALTON ASSOCIATES
320 ARDEN AVENUE, SUITE 210
GLENDALE, CA 91203

12. 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**.

13. **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. **CONSULTANT**, at its own cost, expense, and risk, shall pay for the cost of defense of the **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**,

arising out of work performed by the **CONSULTANT** under this Agreement.

14. **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.

15. **INSURANCE**

a. At the request of the **CITY**, **CONSULTANT** shall maintain in full force and effect for the duration of this Agreement, automobile insurance and public liability insurance with an insurance carrier satisfactory to the City, which insurance shall include protection against claims arising from personal injury, including death resulting therefrom, and damage to property resulting from any actual occurrence arising out of the performance of this Agreement. The amounts of insurance shall not be less than the following:

Single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage or a combination thereof in an amount not less than \$1,000,000.

The following endorsements must be attached to the policy or policies:

(1) If the insurance policy covers on an "accident" basis, it must be changed to "occurrence".

(2) The policy must cover personal injury as well as bodily injury.

(3) Broad form property damage liability must be afforded.

(4) The City of Paso Robles, its officer, employees, and agents, shall be endorsed as additionally named insured under the policy and the policy shall stipulate that the insurance will operate as primary insurance and that no other insurance effected by the City will be called upon to contribute to a loss hereunder.

(5) Contractual liability either on a blanket basis or by identifying this Agreement within a contractual liability endorsement.

(6) "Cross-liability" such that each insured is covered as if separate policies had been issued to each insured.

b. **CONSULTANT** shall provide proof of errors and omissions or professional liability insurance in the amount of not less than \$1 million (\$1,000,000).

CITY shall be given 30 days notice prior to cancellation or reduction in coverage of the insurance. **CONSULTANT** shall provide certificates of insurance to **CITY** prior to commencement of the work under this Agreement. Certificates of insurance are necessary before a Notice to Proceed will be issued and shall state that the policy shall not be cancelled or reduced in coverage without 30 days written notice to **CITY**.

16. **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.

17. **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.

18. **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.

19. **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.


20. 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.


CHARLES WALTON ASSOCIATES AIA

By


Charles Walton
President

CITY OF PASO ROBLES

By


Jerry Bankston
City Manager

Approved as to form and legality:

By


Roger Picquet

EXHIBIT "A"

1. **CONSULTANT's Contract Team:** (this list should identify staff and subcontractor's to work on this project.)

- a. CHARLES WALTON, AIA
- b. JAMES NARDINI, AIA
- c. CHRIS AMBROSINO, AIA
- d. STEVE KIM, AIA
- e. GROSSMAN & SPEER, STRUCTURAL ENGINEERS
- f. THE SULLIVAN PARTNERSHIP, MECHANICAL ENGINEERS
- g. JOHN SNYDER, ELECTRICAL ENGINEER
- h. TROLLER-MAYER, LANDSCAPE ARCHITECTS

The **CONSULTANT** shall supply professional services necessary for planning and designing the Project, including architectural, site planning, structural engineering, mechanical and electrical engineering, civil engineering, landscape architectural, cost estimating and other services required for the complete performance of this Agreement.

2. **CONSULTANT'S PRE-DESIGN SERVICES:**

PRE-DESIGN. Upon execution of this agreement, the **CONSULTANT** shall:

- (1) Assist with site evaluation and planning for this project;
- (2) Meet with City planning team to establish framework and budget for project; schedules for correspondence, reports, future meetings and required City and State review (the project schedule developed at this meeting will become Exhibit "C" to this Agreement);
- (3) Review and provide written comment on building program;
- (4) Meet with community groups and **CITY'S** urban design firm to establish exterior design concepts;
- (5) Using building program, develop spatial schematics and circulation diagram for construction of facility;
- (6) Develop, for approval by the City Council, a Memorandum of Understanding for guidance in preparing the Schematic and Design Development Documents.

3. **CONSULTANT's Basic Services and Responsibilities:**

a. SCHEMATIC DESIGNS/PRELIMINARY OUTLINE SPECIFICATIONS. Based on the mutually agreed-upon program, schedule and construction budget requirements, the **CONSULTANT** shall prepare, for approval by the **CITY**, Schematic Design Documents consisting of drawings and other documents illustrating the scale

and relationship of Project components. The **CONSULTANT** shall submit to the **CITY** a preliminary estimate of Construction Cost, based on current area, volume or other unit costs. **CONSULTANT** must receive approval of the **CITY** and **STATE** before proceeding to next phase.

b. DESIGN DEVELOPMENT PHASE. Based upon the approved schematic drawings and upon receipt of the **CITY's** written notice to proceed, the **CONSULTANT** shall prepare and deliver the Design Development Documents to the **CITY** within the time specified. These documents shall constitute a presentation of the complete concept of the Project, including all major elements of building and site design, planned to comply with City Ordinances; Planning and Zoning Regulations, local and State design criteria and the City's Project Budget.

The Design Development Phase shall include:

- (1) Site Plan(s), indicating general location and nature of site improvements;
- (2) Wall sections (including foundations) and elevations sufficient to serve as the basis for a cost estimate;
- (3) Floor plan and furniture/equipment layout;
- (4) Preliminary analysis of lifecycle costs for maintenance and operation of facility;
- (5) Statement on foundation design coordinated with subsurface soil investigation findings;
- (6) Outline Specifications of materials;
- (7) A statement of estimated construction cost covering all work designed or specified by **CONSULTANT**. This estimate, as approved by the **CITY**, herein called the Estimated Project Construction Cost, shall show separately the major components of the Work: Site Costs; Structure costs; Consultant Services Costs; Furnishings Costs.
- (8) Rendering of project.

CONSULTANT shall obtain both local and State Library and Office of State Architect approval before proceeding to next phase.

c. CONSTRUCTION DOCUMENTS PHASE. Upon receipt of the Owner's written notice to proceed, the **CONSULTANT** shall prepare and deliver to the **CITY** for approval all Bidding and Construction Documents which are required prior to advertising for bids. The Drawings and Specifications produced in this Phase shall be consistent with the approved Schematic Design Documents, including the Estimated Project Construction Cost. Changes which may be recommended by the **CONSULTANT** to keep within the Estimated Project Construction Costs, or for other reasons arising during detailed study, shall required the **CITY's** approval before execution.

Construction documents shall include:

(1) DRAWINGS AND SPECIFICATIONS. These documents shall set forth in detail and prescribe the work to be done: the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical and site work; the necessary bidding information, together with bid and contract forms; and General and Special conditions of the Contract.

(2) COMPLETE COST ESTIMATES.

(3) COMPLETE INTERIOR BID PACKAGE.

CONSULTANT shall assist the City in obtaining all required local approvals, including building permits, and all required State Library and Office of the State Architect approvals.

d. BIDDING OR NEGOTIATION PHASE. The **CONSULTANT**, following the **CITY'S** approval of the Construction Documents, shall assist the **CITY** in obtaining bids or negotiated proposals and in awarding contracts for construction.

If, after the opening of bids, the lowest responsible bid exceeds by more than 5% the Estimated Project Construction Cost, the **CONSULTANT** shall make such revisions and alterations in the Drawings and Specifications as may be necessary to permit proper construction and completion of the Project.

e. CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT. The Construction Phase will commence with the award of the Contract for Construction and will terminate when final payment to the Contractor is due, or in the absence of a final Certificate for Payment or of such due date, sixty days after the Date of Substantial Completion of the Work, whichever occurs first.

(1) Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the **CONSULTANT** shall provide administration of the Contract for Construction, furnishings and equipment as specified in the construction documents and as coordinated with city staff.

(2) **CONSULTANT** will monitor contractor performance, review all changes and recommend approval or denial;

(3) **CONSULTANT** will provide a minimum of weekly inspection construction inspection services; completing the required weekly construction inspection progress report; coordinate inspections with the City's Clerk of the Works, building and engineering departments;

(4) The **CONSULTANT** shall review and recommend amounts owing to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment.

(5) The **CONSULTANT** shall have the authority to reject Work which does not conform to the Contract Documents, and will have authority to require special inspection or testing of the Work whenever, in the **CONSULTANT's** reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents.

(6) The **CONSULTANT** shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Project Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such actions shall be taken with reasonable promptness.

(7) The **CONSULTANT** shall conduct inspections to determine the Dates of Substantial Completion and final completion, and shall issue project punch list and, upon satisfaction of punch list, issue a final Certificate of Completion and Certificate for Payment.

(8) The **CONSULTANT** shall prepare "RECORD" drawings and deliver to City not more than two months after project completion.

f. **ADDITIONAL SERVICES.** If additional services are ordered in writing by the City, they shall be paid for by the City as provided in Exhibit A, paragraph 4-c. Prior to the commencement of such Work, there shall be an agreement in writing as to rates of pay, and the estimated maximum time and cost.

3. CITY's Services or Duties:

a. The City shall provide such staff assistance as is provided for in this Agreement.

b. The City shall cooperate with Consultant on all phases of the work covered by this Agreement and will make available to Consultant, as Consultant's needs indicate, all existing maps, topographic maps, aerial photographs, soils reports and other similar data regarding site which may in possession of the City.

c. The City shall provide a library building program which sets forth the City's functional design objectives.

d. The City will coordinate scheduling all meetings determined necessary by **CONSULTANT** to refine exterior and functional design objectives.

e. The City shall furnish required information and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the **CONSULTANT'S** services and of the Project.

f. The City shall furnish the schedule of minimum wage rates approved by the State Department of Industrial Regulation.

g. The **CITY** shall provide full information regarding requirements for the PROJECT, including a program which shall set forth the **CITY'S** objectives, schedule, constraints and criteria.

h. The **CITY** shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a project benchmark.

i. The **CITY** shall furnish the services of geotechnical engineers. Such services may include, but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating sub-soil conditions, with reports and appropriate professional recommendations.

j. The **CONSULTANT** shall be entitled to rely upon the accuracy and completeness of the information furnished by the **CITY**.

4. COMPENSATION:

a. REIMBURSABLE EXPENSES includes actual and necessary expenditures of the Consultant in the interest of the Project, as follows:

(1) Expense of models requested by **CITY**.
(2) See Paragraph 2-d of Agreement regarding expense of reproductions.

(3) Fees paid for securing approval of authorities having jurisdictions over the project.

b. FEE FOR BASIC SERVICES as identified in Exhibit B - "PAYMENT SCHEDULE".

C. FEE FOR ADDITIONAL SERVICES will be paid by the City only upon written certification by the project representative that such work was authorized in advance of any claim and that such work has been satisfactorily completed. Claims for payment such additional services must be submitted by Consultant within 30 days of completion of such work and must be accompanied by a statement of itemized costs covering said work. Hourly charges for such approved additional services will be no greater than the hourly charges for basic services.

HOURLY CHARGES FOR PROFESSIONAL SERVICES

(1) Principal	\$100.00
(2) Associate Architect	80.00
(3) Project Architect	65.00
(4) Interior Designer	65.00
(5) Senior Draftsperson	55.00
(6) Draftsperson	50.00
(7) Junior Draftsperson	35.00
(8) Aide	30.00

EXPENSES

- (1) Automobile expenses are charged for vehicular travel to and from the project from CWA's office at the rate of \$.25 per mile.
- (2) Out of town expenses are charged at cost.

5. CONSTRUCTION COST

a. The Construction Cost shall be the total cost to the CITY of all elements of the Project designed or specified by the CONSULTANT. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

b. Construction Cost does not include the compensation of the Architect and Architect's consultants, the costs of the land, rights-of-way, and financing.

c. If a fixed limit of Construction Cost is exceeded by 5% by the lowest bona fide bid or negotiated proposal, the CITY shall:

- (1) Given written approval of an increase in such fixed limit;
- (2) Authorize rebidding or renegotiating of the Project within a reasonable time;

(3) Cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

If the CITY chooses to proceed under paragraph 5-c-(3) above, the CONSULTANT shall modify the Contract Documents as necessary to comply with the estimated cost construction.

**PAYMENT SCHEDULE
EXHIBIT "B"**

1. PRE-DESIGN SERVICES: CITY will pay CONSULTANT for the Pre-Design services as described in Exhibit "A", on an hourly basis according to the schedule under Additional Services, with a maximum fee of \$40,000.

2. BASIS OF COMPENSATION FOR BASIC SERVICES: CITY will pay CONSULTANT for the basic services as described in Exhibit "A" a fee based on nine (9.0) percent of the Construction Cost. Construction cost includes building, sitework, furnishings and equipment, as described in Exhibit "A", Section 5 "Construction Cost".

3. PAYMENTS FOR SERVICES: Upon receipt of invoice, shall be made monthly and shall be in proportion to services performed within each phase of service. Compensation is based on a percentage of Construction Cost. Progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable:

a. SCHEMATIC STUDIES: For the Schematic Studies, as indicated under Consultant's Basic Services and Responsibilities, and upon approval and certification by the CITY'S Contract Manager, CITY will pay CONSULTANT a fee which equals 15% of the Basic Compensation.

b. DESIGN DEVELOPMENT - PRELIMINARY: For the Design Development tasks as indicated under CONSULTANT'S Basic Services and Responsibilities, and upon approval and certification by the CITY'S Contract Manager, CITY will pay CONSULTANT a fee which equals 15% of the Basic Compensation.

c. WORKING DRAWINGS AND SPECIFICATIONS: For the Working Drawings and specifications phase, and upon approval and certification by the CITY'S Contract Manager, CITY will pay CONSULTANT a fee which equals 45% of the Basic Compensation.

d. CONTRACT AWARD/DATE: When bids on the proposed construction contract have been presented to the City Council and the City Council has awarded the contract to a bidder, or if the Council shall reject all bids, CITY will pay CONSULTANT on approval and certification by the CITY'S Contract Manager a sum which, when added to previous payments equals five (5) percent of the Basic Compensation.

If the lowest responsible bid for the construction phase of the project received by the CITY exceeds the approved estimate construction cost by five (5) percent, CONSULTANT shall, upon request from CITY through a Notice to Redesign, revise the Contract

Documents and perform any item of service necessary without cost to CITY to bring the cost of the project within the tentative construction cost figure. CONSULTANT shall prepare the necessary Contract Documents required to rebid without cost to CITY.

CONSULTANT is allowed sixty (60) calendar days from Notice to Redesign to completion and acceptance of revised documents.

e. GENERAL CONSTRUCTION ADMINISTRATION: For the General Construction Administration Phase, CITY will pay to CONSULTANT on approval and certification by the CITY'S Contract Manager, a fee which equals 20% of the Basic Compensation. Record Drawings and specifications by CONSULTANT to the CITY, as required in Exhibit "A", and the filing of a NOTICE OF COMPLETION by the CITY on the project in total are required under the Construction Administration Phase. In the event a bid is not let by the CITY for any of the work of this project, then CITY shall not be obligated to make the payment in this item.