

City of El Paso de Robles

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NOV 21 1989

FRANCIS M. COONEY
County Clerk-Recorder
TIME 10:15 AM

RESOLUTION NO. 89-159

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES,
CALIFORNIA, ANNEXING TRACT 1581 AS SUBAREA NO. 1 TO
THE "PASO ROBLES LANDSCAPE AND LIGHTING DISTRICT NO. 1"
(STREETS AND HIGHWAYS CODE SECTIONS 22500, ET SEQ.)

WHEREAS, pursuant to Resolution No. 89-149, the City Council has previously initiated proceedings and declared its intent to annex Tract 1581 to Landscape and Lighting District No. 1 ("District"); and

WHEREAS, the owners of the real property have consented in writing to annexation into the District.

NOW, THEREFORE, the City Council of the City of El Paso de Robles, California, does resolve as follows:

1. It is hereby declared that the real property located in the City of El Paso de Robles, County of San Luis Obispo, as more particularly described in Exhibit "A" hereto, is hereby annexed to the Paso Robles Landscape and Lighting District No. 1 and that all landscape and lighting improvements required as conditions of approval of Tract 1581 be installed by the developer.
2. The current owner of the real property, according to the Petition for Formation of the District, is Riverglen Investments, LTD.
3. The assessment for this fiscal year (1989-90) shall be zero.
4. The area annexed shall be designated Paso Robles Landscape and Lighting District No. 1, Subarea No. 1.

City of El Paso de Robles

On motion of Council Member Russell, seconded by Council Member Conway, and on the following roll call vote, to wit:

AYES: Russell, Conway and Martin

NOES: None

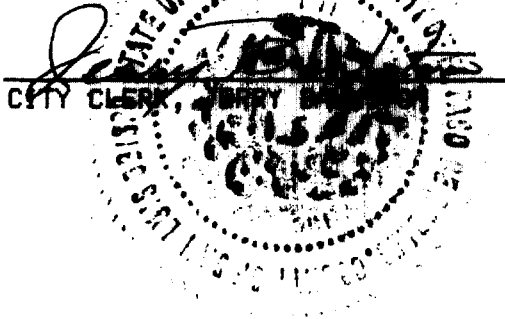
ABSENT: Dolan

the foregoing Resolution No. 89-158 as adopted on the 7th day of November, 1989.

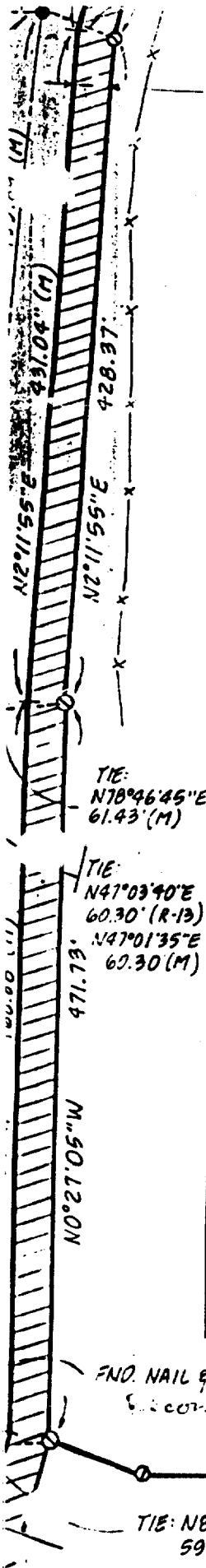
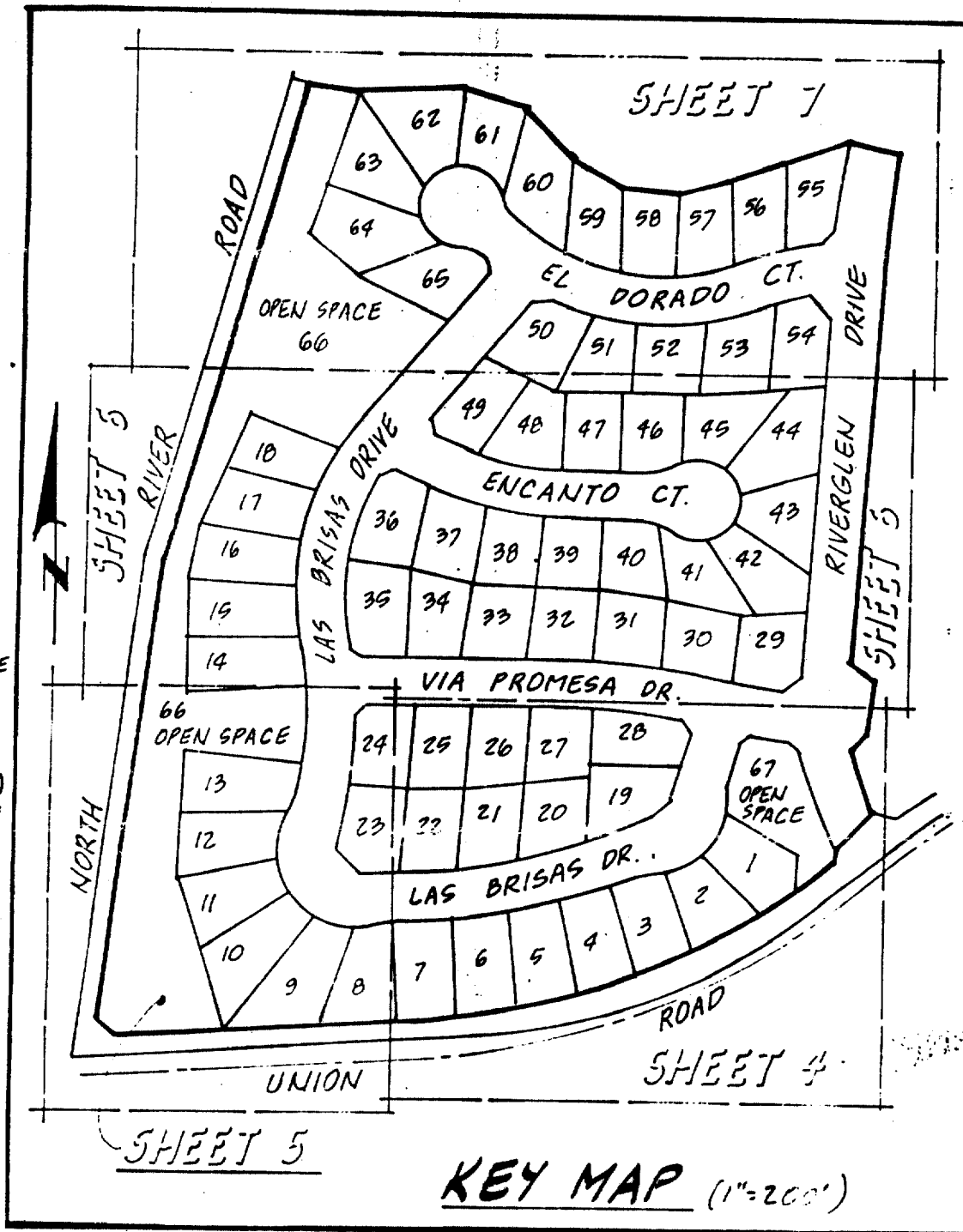


MAYOR STEVE MARTIN

ATTEST:



24.00' DEDICATION TO THE CITY
OF PASO ROBLES FOR
STREET PURPOSES.



KEY MAP (1"=200')

TRACT 1581-1

PHASE I & II

Mid-State Engineers

Civil Engineers
Land Surveyors
Land Planners

889 Pacific Street

805/544-9700

MAY 9 1989

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EXHIBIT "A"

1. CONSULTANT'S TEAM:

a. Architect:

Merriam Planning Associates
979 Osos Street, Suite C-3
San Luis Obispo, CA 93401

Andrew G. Merriam, AIA, AICP Principal #C6524
Frank M. Seiple, Architect - technologist

b. Structural Engineer:

Robert Vessely

c. Mechanical Engineer:

Brummel, Myrick and Associates, Larry Myrick

d. Electrical Engineer:

Thoma Electric Company

2. CONSULTANT'S SCOPE OF SERVICES:

Phase I: Pre-design Review

- 1.1 Consultant will review the work plan included with the grant application for completeness and suggest needed revisions and time frame for work.
- 1.2 Consultant will verify whether there is a need for archeological evaluation of the site because of ground disturbance.
- 1.3 Consultant will be responsible for preparing the required Historic Structure Report outlined in the 1989 Procedure Guide for the History and Archeology Grants Program. City staff shall be responsible for providing all historic textural and graphic material; consultant will be responsible for description of building, existing materials work proposed and format of final report.

Phase II: Schematic Design and Design Development

- 2.1 Consultant will provide schematic architectural designs for rehabilitation, seismic safety and handicapped access to the project based upon a mutually agreed upon scope of work with the City of Paso Robles.
- 2.2 Based on the approved Schematic Design Documents and any adjustments authorized by the City in the program, schedule or construction budget, the Consultant shall

prepare Design Development Documents to fix and describe the project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

- 2.3 Work will include plans, specifications and an updated cost analysis for City review and provide alternative design approaches to maintain the construction budget.
- 2.4 Consultant will coordinate plans and timing of construction with the landscape architect working on the City Park Project to ensure the most consistent and efficient relationship between the two projects.

Phase III: Construction Document Preparation

- 3.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the City, the Consultant shall prepare for approval by the City, Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project.
- 3.2 The Consultant shall advise the City of any adjustments to the previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.
- 3.3 Such work shall be in sufficient time for local review and approval before sending said documents to the Office of Historic Preservation.
- 3.4 Consultant will prepare the Historic Structure Maintenance Report as outlined in the 1989 Procedure Guide and assist city staff in preparation of Project Completion Report.

Phase IV: Assistance to the City in the Bidding Process

- 4.1 The Consultant shall assist the City in the preparation of the necessary bidding information, bidding forms for the coordination of the construction and the agreement between the City and Contractor.
- 4.2 Consultant following City and agency approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the City in obtaining bids and assist in preparing and awarding contracts for construction.

Phase V: Administration for the Construction Contract

- 5.1 The Consultant shall provide administration of the Contract for Construction as set forth in the construction documents and in coordination with City staff.
- 5.2 The Consultant shall be available for communications during regular working hours and shall provide a minimum of weekly inspection services and complete a weekly construction inspection progress report. Whenever possible, these visits should be coordinated with the City Building Inspector assigned to this project. The Consultant does not have control or charge of and shall not be responsible for construction means, methods, techniques or sequences, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract for Construction. Work will include a final review and preparation of project punch list and keeping the City informed of the progress of the work.
- 5.3 Based on the Consultant's observations and evaluations of the Contractor's applications for payment, the Consultant shall review and recommend to the City the amounts due the Contractor.
- 5.4 The Consultant shall have the authority to reject work which does not conform to the Contract Documents, and upon justification of the need to the City, the Consultant may require additional inspection and testing in accordance with the Contract Documents. This authority or good faith decisions following from it, do not, however, give rise to a duty or responsibility of the Consultant to the Contractor or any Subcontractor.
- 5.5 Consultant shall assist the City in preparation of Change Orders.
- 5.6 Consultant will prepare or review the preparation of "as built drawings".

3. CITY'S SERVICES AND DUTIES:

- a. City will provide staff necessary to consult with Consultant and provide information needed to insure completion of plans and reports by the required deadlines. Such information shall include program requirements, soils information, archaeological information, space requirements, systems and site requirements, and construction budget.

- b. City will furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, including grades, locations of streets, pavements and drainage, right-of-way, restrictions, easements, and a description of any related trees, plants or structures that may impact the progress of the Project. Any additional studies or surveys not specifically required under the Consultant's responsibilities or in construction documents shall be the City's responsibility.
- c. City will assist in the preparation of the Project Completion Report.
- d. City will provide local building and planning department review and assistance at appropriate states of the design and project review, and shall be responsible for any building permits and plan checks required.
- e. City will have the prime responsibility for any Environmental Impact reviews or reports.
- f. City will administer the Construction Contract with coordination from the Consultant and shall pay for printing of bid and construction documents.

4. PAYMENT SCHEDULE

- a. Services are to be billed monthly. Payment will be made within thirty (30) days after receipt of original invoice from the Consultant and acceptance of the services by the City. Work will be billed by the percentage of completion for the phase being performed.
- b. Payments to the consultant shall not exceed forty-one thousand dollars (\$41,000), (including an estimated \$1,800 for special engineering evaluation of the existing reinforcement within the building) and shall not exceed the following amounts by phase as defined in the scope of services above:

Phase I: Predesign Review (includes Structural Evaluation)	\$ 5,000
Phase II: Schematic Design	\$12,500
Phase III: Construction Documents	\$14,000
Phase IV: Bidding	\$ 1,800
Phase V: Construction Administration	\$ 7,200

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5. **OTHER PROVISIONS**

- a. The term of this contract shall be to June 30, 1992 or the completion of the project, whichever is earlier. The term may be extended by mutual agreement of the parties.
- b. Insurance: Consultant shall provide the City with proof of general Liability insurance in the amount of \$300,000.
- c. Consultant has read the 1989 Procedure Guide and the Secretary of Interior Standards for Historic Preservation Projects, and finds no conflicts with the Project's compliance.