

Lompoc City Council Agenda Item



City Council Meeting Date: April 1, 2008

TO: Gary P. Keefe, City Administrator

**FROM: Craig Dierling, P.E., Civil Engineering Associate III
c_dierling@ci.lompoc.ca.us**

SUBJECT: EXECUTE CONSULTANT SERVICES AGREEMENT FOR PROJECT NO. CS-07-LB-1 – DESIGN AND PREPARATION OF CONSTRUCTION DOCUMENTS FOR THE CHARLOTTE’S WEB CHILDREN’S LIBRARY

RECOMMENDATION:

Staff recommends that the City Council take the following actions:

1. Authorize the Mayor to execute the Consultant Services Agreement in the amount of \$277,204.03, with Ravatt, Albrecht & Associates, Inc.
2. Authorize the City Engineer to approve Contract Change Orders in an amount not to exceed \$55,000.00.
3. Approve the appropriation of \$332,204.03 to Account Number 89110-53110 from contributions of \$150,000 from the Lompoc Library Foundation and/or the Charlotte Benton Trust, and the balance appropriated from the Charlotte’s Web unappropriated fund balance.
4. Authorize staff time, for the administration of the project, to be charged to the project in accordance with the Memorandum of Understanding dated November 21, 2006.

BACKGROUND:

Since 2002, City of Lompoc staff have been managing the Charlotte’s Web Children’s Library Project, which began when past Mayor Charlotte Benton donated her former residence on South “I” Street for the purpose of converting the existing home into a Children’s Library. In the spring of 2002, the City solicited Requests For Qualifications for professional architectural services for the planning and conceptual design phase of a project to convert an existing residential building on the Benton property into a children’s library. Ravatt, Albrecht & Associates, Inc. (RAA), was selected and worked with the City in the planning and conceptual design of the project. Over the course of several years of work, it was determined that renovation costs on the more than 50-year-old structures far exceeded the estimates of available budget, and that demolishing the existing site improvements and performing new construction would be more cost efficient. In 2005, the existing site improvements were

demolished, some additional project funding was secured in 2006, and in 2007, Ravatt, Albrecht & Associates, Inc., was again retained by the City to perform conceptual design for a new site and building for the children's library and to help move the project through the planning and development review process.

On December 10, 2007, the City Planning Commission approved the development plan for this project and City staff has since negotiated the attached Consultant Services Agreement with Ravatt, Albrecht & Associates, Inc., who is to serve as the prime consultant performing and managing the design and preparation of construction documents for all consulting disciplines needed for the project. As Ravatt, Albrecht & Associates, Inc., was selected from the initial project RFQ solicitation, and has since served as an integral part of the project team for a period of over five years, working cooperatively with City staff toward the successful completion of the project; staff believes it is in the best interest of the City to retain RAA to finish the design phase of the Charlotte's Web Children's Library project. City staff is satisfied that the proposal submitted by RAA is competitive and consistent with the projected design fees for a project of this size and scope.

The estimated project budget of \$332,204.03 includes \$277,204.03 for the Consultant Services Agreement and \$55,000 for Contract Change Orders subject to the approval of the City Engineer. The project is to be funded with \$332,204.03 from Account Number 89110-53110 (Charlotte's Web Professional Services – Design Services).

Craig Dierling, P.E.
Civil Engineering Associate III

Attachment: Consultant Services Agreement CS-07-LB-1

APPROVED FOR SUBMITTAL TO CITY ADMINISTRATOR:

Larry A. Bean, P.E.
Public Works Director

Molly Gerald
Library Director

APPROVED FOR SUBMITTAL TO THE CITY COUNCIL:

Gary P. Keefe
City Administrator

**CITY OF LOMPOC
DEPARTMENT OF PUBLIC WORKS
CALIFORNIA**



**Consultant Services Agreement
With
Ravatt, Albrecht & Associates, Inc.**

AGREEMENT NUMBER: CS-07-LB-1

TITLE OF AGREEMENT: DESIGN AND PREPARATION OF CONSTRUCTION DOCUMENTS FOR THE CHARLOTTE'S WEB CHILDREN'S LIBRARY, CITY OF LOMPOC

THIS AGREEMENT for Consultant Services is entered into on _____, 2008, by and between the **City of Lompoc**, a California municipal corporation, hereinafter called the "CITY" and **Ravatt, Albrecht & Associates, Inc.** hereinafter called the "CONSULTANT."

WITNESETH:

WHEREAS, CITY desires to secure necessary Professional Consulting services relating to the preparation of construction documents for the Charlotte's Web Children's Library (herein called the "Project") in accordance with the terms of this Agreement, and

WHEREAS, CONSULTANT represents that it is willing and able to provide such services,

NOW, THEREFORE, for good and valuable consideration, CITY and CONSULTANT mutually agree as follows:

- 1 **CITY CONTRACT WITH CONSULTANT.** CITY hereby engages with CONSULTANT, CONSULTANT agrees to perform the following services, and CITY and CONSULTANT mutually agree to payment of CONSULTANT in the manner and amounts set forth herein and in Exhibit "A", "Request for Proposal," and Exhibit "B," "Proposal," dated February 21, 2008.
- 2 **DESIGNATED REPRESENTATIVE.** Craig Dierling, P.E., Civil Engineering Associate III, (805) 875-8224 (voice), (805) 875-8329 (fax), is the Designated Representative of CITY and will administer this Agreement for and on behalf of CITY. Greg Ravatt, AIA, Principal, (805) 786-4391 (voice), (805) 786-4792 (fax), is the Designated Representative for CONSULTANT. Changes in Designated Representative shall be made only after Official Notice to the other party. Additionally, CONSULTANT

shall not change Designated Representative or staff managing the project without receiving prior written approval from CITY.

- 3 **OFFICIAL NOTICES.** Notices to either party shall be provided by personal delivery or by depositing them in the United States mail, first class postage prepaid, and addressed as identified on the signature page of this Agreement. Either party may give written notice of a change of mailing address for all purposes under this Agreement.
- 4 **STANDARDS OF PERFORMANCE.** CONSULTANT represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONSULTANT shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONSULTANT is engaged. All products of whatsoever nature which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CONSULTANT shall correct or revise any errors or omissions, at CITY's request, without additional compensation. Permits and/or licenses shall be obtained and maintained by CONSULTANT without additional compensation.
- 5 **TAXES.** CITY shall not be responsible for paying any taxes on CONSULTANT's behalf, and should CITY be required to do so by state, federal, or local taxing agencies, CONSULTANT agrees to promptly reimburse CITY for the full value.
- 6 **RESPONSIBILITY OF CITY.** CITY shall provide all information reasonably necessary to CONSULTANT in performing the services required herein.
- 7 **CHANGES.** Changes involving provisions for payment or changes in the Scope Of Services must be approved in writing by the Designated Representative.
- 8 **NOTICE OF NON-CONFORMANCE.** If CITY becomes aware of a nonconformity of the Services with this Agreement, CITY shall give prompt written notice thereof to CONSULTANT who shall promptly conform such services to the requirements of this Agreement.
- 9 **COMPENSATION**
 - 9.1 For services performed per Exhibit "A", "Request for Proposal;" and Exhibit "B," "Proposal," dated February 21, 2008, the CITY agrees to pay CONSULTANT a total fee that shall not exceed \$277,204.03, which includes Reimbursable and Travel Expenses not to exceed \$2,500.00, in accordance with said exhibits. This amount does not include Extra Services as defined in Paragraph 11 of this Agreement. CONSULTANT shall be reimbursed for expenses, reasonably and necessarily incurred in the performance of required services, as are approved by the CITY. The compensation for all services pursuant to this Agreement, including all reimbursable expenses and all extra services, shall be paid at the time and in the manner set forth in said Exhibits "A" and "B."
 - 9.2 CONSULTANT shall submit itemized statements to request payment in a format approved by the Designated Representative. CONSULTANT shall keep records concerning payment items on a generally recognized accounting basis and such records shall be maintained for a **period of 3 years** following the completion of the Services assigned. Such records shall be made available for copying, inspection or audit by CITY employees or independent agents during reasonable business hours.
 - 9.3 Federal Acquisition Regulations in Title 48, CFR 31 are the governing factors regarding allowable elements of cost.
 - 9.4 **Payment.** Once each month, CITY will make payment to CONSULTANT based on an itemized statement, filled out and signed by CONSULTANT, covering services performed during the period covered by the itemized statement and supported by such data as the Designated Representative may require.

10 FINAL PAYMENT AND CLAIMS

- 10.1.1 The final payment shall be due and payable after acceptance of the Services by Designated Representative.
- 10.1.2 After acceptance by CITY, CITY will make a proposed final cost in writing of the total amount payable to CONSULTANT, including therein an itemization of said amount, segregated in conformance with the price breakdown in Exhibit "B", "Proposal." All prior estimates and payments shall be subject to correction in the proposed final cost. Within 30 days after said proposed final cost has been submitted to it, CONSULTANT shall submit to CITY its written approval of said proposed final cost or a written statement of all claims it has arising under or by virtue of this Agreement.
- 10.1.3 On CONSULTANT's approval, or if it files no claim within said period of 30 days, CITY will issue a final cost in writing in accordance with the proposed final cost submitted to CONSULTANT and within 30 days thereafter CITY will pay the entire sum so found to be due.

- 11 EXTRA SERVICES OF CONSULTANT.** Extra Services are hereby defined as any services other than the services described in Exhibits "A" and "B" of this Agreement, which are authorized by the Designated Representative and performed by CONSULTANT. Prior to performing Extra Services, CONSULTANT shall submit a written request for Extra Services and obtain the written approval of the Designated Representative. The request for extra services shall at a minimum include a description of the services to be performed, the reason why the Extra Services are needed or required, a schedule of completion of the proposed Extra Services, and a not-to-exceed amount for the performance of the proposed Extra Services. Each approved Extra Services request shall be billed separately. Payment for Extra Services will not be made unless the Services are approved by the Designated Representative in writing with a not-to exceed amount prior to the Extra Services being performed. Consultant shall commence Services on the tasks identified as "Extra Services" only upon written authorization to proceed upon such tasks issued by the Designated Representative.

12 CHANGES

- 12.1 The Designated Representative must approve changes involving provisions for payment or minor changes in the Scope Of Services in writing. Major changes in the Scope Of Services shall require Contract amendment.
- 12.2 CHANGES FOR CONSULTANT'S CONVENIENCE. CONSULTANT may make minor additions, deletions and modifications ("Changes") to the Services that do not materially or adversely affect the Project or other CITY requirements. CONSULTANT shall provide immediate written notice to CITY of such Changes. CITY shall provide CONSULTANT with a written acceptance or dispute of such Changes within ten (10) calendar days after receipt thereof. Unless approved by CITY and CONSULTANT, no such changes shall be authorized which increase this Agreement price, completion date, or alter the payment schedule or scope of services. Errors or omissions by CONSULTANT shall not result in a Change under this paragraph and in the case of such errors or omissions, this Agreement price, completion date, and payment schedule shall not be adjusted without CITY's consent. CONSULTANT shall be solely responsible for correcting CONSULTANT's errors or omissions.
- 12.3 CHANGES FOR CITY'S CONVENIENCE. CITY may make Changes that neither increase CONSULTANT's costs nor adversely affect CONSULTANT's ability to meet the completion date, nor deprive CONSULTANT of the benefits of the payment schedule, or the Agreement price. CITY may also make changes affecting the completion date, payment schedule or Agreement price, provided that CITY agrees to such modifications of the completion date, payment schedule and Agreement price as the case may be, as are established by CONSULTANT. CITY shall provide written notice to CONSULTANT of all changes. CONSULTANT shall provide CITY with a written acceptance or dispute of such changes (and provide proposed modifications of the completion date, payment schedule or Agreement price for changes affecting the same) within thirty (30) calendar days after receipt thereof.

- 12.4 **CHANGES CAUSED BY FORCE MAJEURE EVENTS.** If an event of Force Majeure affects CONSULTANT's costs under this Agreement or CONSULTANT's ability to meet a milestone or completion date, CONSULTANT shall propose in writing an equitable adjustment to this Agreement price, payment schedule and completion date as the case may be, and CITY shall accept or dispute such proposal in writing within thirty (30) calendar days.
- 12.5 **PERFORMANCE PENDING RESOLUTION OF DISPUTES.** Notwithstanding any pending resolution of any dispute under this agreement, CONSULTANT shall proceed with the performance of any Changes, the total value of which are subject to a good-faith disparity of less than five percent (5%) in the parties' claimed effect on this Agreement price. Pending resolution by agreement, or litigation, if any, and subject to subsequent adjustment to conform to any final agreement or judgment, reimbursement to CONSULTANT shall be adjusted by revising this Agreement price in an amount equal to that claimed by CITY plus one-half (½) the difference between the amount of said claim and the amount claimed by CONSULTANT. The respective payment schedule shall be adjusted accordingly. CONSULTANT shall not be required to proceed with Services related to any Changes pending resolution of disputes regarding the adjustment of the affected payment schedule and completion date where the total value of such Changes are subject to a good faith disparity of more than five percent (5%) in the parties' claimed effect on this Agreement price.
- 12.6 **SUPPORTING DOCUMENTATION.** Claims by CONSULTANT for adjustments to this Agreement price, completion date, and payment schedule shall be supported by documentation such as invoices from vendors and sub-consultants and CONSULTANT's man-hour breakdowns.
- 13 **CITY CAUSED DELAYS.** If an act or omission of CITY affects CONSULTANT's costs or ability to meet a milestone or completion date, CONSULTANT shall propose in writing an equitable adjustment to the respective Agreement price, payment schedule and completion date, as the case may be, and CITY shall accept or dispute such proposal in writing within thirty (30) calendar days.
- 14 **AUTHORIZATION TO PROCEED.** Prior to starting any of the services under this Agreement, CONSULTANT shall be in receipt of a written Authorization to Proceed issued by the Designated Representative that identifies the specific services authorized to proceed.
- 15 **TIME OF BEGINNING AND COMPLETION.** Time is of essence for this Contract.
- 15.1 CONSULTANT shall commence Work upon receipt of written Authorization to Proceed. CONSULTANT agrees to coordinate with CITY as to scheduling and mutually satisfactory completion of the services set forth in Exhibits "A" and "B."
- 15.2 CONSULTANT shall adhere to schedules and deadlines agreed to by CITY and CONSULTANT. CONSULTANT's failure to complete the Services within the time specified, due to avoidable delays, may at the CITY's discretion be considered a material breach of this Agreement. No extension of time to complete any portion of the services called for in this Agreement shall be allowed except upon the express, written approval of the Designated Representative. Consultant shall request, in writing, a time extension for approval by CITY, promptly upon the occurrence of any action causing delay in CONSULTANT's prosecution of the services. The nature of the delay, the corrective actions taken and the impacts on the project schedule shall be described in each request for time extension.
- 16 **OWNERSHIP OF DOCUMENTS.** All documents, computer programs, plans, designs and other intellectual property prepared by CONSULTANT pursuant to this Agreement shall become the property of CITY upon full and complete compensation to CONSULTANT for services performed herein. CONSULTANT will take such steps as are necessary to perfect or to protect the ownership interest of the CITY in such property. CONSULTANT may retain copies of said original documents for CONSULTANT's file.
- 17 **ASSIGNMENT OF AGREEMENT.** CONSULTANT shall not assign, transfer, subcontract, or delegate any right, privilege or interest in this Agreement, or any part thereof, without prior written consent of CITY. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the CONSULTANT from any obligation under this Agreement. Nothing contained in this

paragraph shall prevent CONSULTANT from employing independent consultants, associates, and sub-consultants to assist in the performance of the Services.

- 18** **THIRD PARTY RIGHTS.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CITY and CONSULTANT.
- 19** **INDEMNITIES.** CONSULTANT shall perform all services hereunder in a careful, diligent and professional manner and shall indemnify, defend, and hold harmless the CITY, its officials, officers, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the Services described herein, caused in whole or in part by willful misconduct or negligent act or omission of the CONSULTANT, anyone directly or indirectly employed by the CONSULTANT or anyone for whose acts CONSULTANT may be liable, except where caused by the active negligence, or willful misconduct of the CITY.
- 20** **INSURANCE REQUIREMENTS.** As part of the consideration of this Agreement, CONSULTANT agrees to obtain and maintain at its sole cost and expense during the life of this Agreement the following insurance with an insurer or insurers satisfactory to the CITY:
- 20.1 Insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the Services hereunder by the CONSULTANT, its agents, representatives, employees, and sub-consultants.
- 20.2 Coverage shall be at least as broad as:
- 20.2.1 Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).
- 20.2.2 Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto).
- 20.2.3 Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- 20.3 CONSULTANT shall maintain limits not less than:
- 20.3.1 General Liability: \$3,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 20.3.2 Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- 20.3.3 Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- 20.4 Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officials, officers, employees and volunteers; or the CONSULTANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 20.5 The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
- 20.5.1 The City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
- 20.5.2 For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the CITY, its officials, officers, employees, and volunteers. Any insurance or

self-insurance maintained by the CITY, its officials, officers, employees, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

- 20.5.3 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY. In the event the said insurance is cancelled, the CONSULTANT shall, prior to the cancellation date, submit to the CITY new evidence of insurance meeting the requirements and in the amounts herein established.
- 20.6 Insurance shall be placed with insurers with a current A.M. Bests rating of no less than A:VII.
- 20.7 Professional Liability "errors and omissions" insurance shall be placed with insurer or insurers satisfactory to the CITY, with limits of liability not less than one million (\$1,000,000.00) dollars, to cover all insurable claims for professional services rendered by CONSULTANT pursuant to this Agreement.
- 20.8 CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the CITY before Consulting Services commence. The CITY reserves the right to require at anytime complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- 20.9 CONSULTANT shall include all sub-consultants as insureds under its policies or shall furnish separate certificates and endorsements for each sub-consultant. All coverage and limits for sub-consultants shall be subject to all the requirements stated herein.
- 21 **ENDORSEMENT ON PS&E/OTHER DATA.** The responsible CONSULTANT/engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her and where appropriate, indicate his/her registration number.
- 22 **NONDISCRIMINATION.** During the performance of this Agreement, CONSULTANT shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), gender and actual or perceived sexual orientation. CONSULTANT shall insure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all lower-tier subcontracts to perform services under this Agreement.
- 23 **WARRANTY AGAINST CONTINGENT FEES.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 24 **COMPLIANCE WITH LAW.** CONSULTANT shall, at its sole cost and expense, comply with all CITY, County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONSULTANT in any action or proceeding against CONSULTANT, whether CITY be a party thereto or not, that CONSULTANT has violated any such ordinance or statute, shall be conclusive of that fact as between CONSULTANT and CITY.
- 25 **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in State court, regardless of where else venue may lie.

- 26 **TERMINATION OF THIS AGREEMENT.** This Agreement may be terminated by either party upon written notice to the other party in the event of a substantial failure of performance by such other party; or if CITY should decide to abandon or indefinitely postpone the Project; or if CONSULTANT becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of receiver for its business or assets, files for relief from creditors under any bankruptcy or insolvency law whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. If such termination occurs, CITY shall pay CONSULTANT for Services completed.
- 26.1 In the event of such termination, CITY shall pay CONSULTANT for all services performed to the date of receipt of Notice of Termination. An itemized statement of the Services performed to the date of termination shall be submitted to CITY. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed Services and Services in process of completion and to completion of the incomplete drawings and other documents whether delivered to CITY or in the possession of CONSULTANT. All documents, original tracings, and specifications shall be the property of CITY and may be reused by CITY without additional compensation to CONSULTANT.
- 27 **RELATIONSHIP BETWEEN CONSULTANT AND CITY.** It is expressly understood between the parties to this Agreement that no employee/employer relationship is intended; the relationship of CONSULTANT to CITY being that of an independent contractor.
- 28 **CONFLICT OF INTEREST.** While this Agreement is in force and effect, CONSULTANT shall accept no Services or perform any services that would constitute a conflict of interest with CITY. CONSULTANT agrees to promptly notify CITY whenever CONSULTANT or a client of CONSULTANT has an interest that may constitute such a conflict of interest with CITY.
- 29 **ATTORNEY FEES.** If it becomes necessary to proceed with litigation to enforce any rights created by this Agreement, the prevailing party shall be entitled to reimbursement by the losing party for all costs of such litigation. Such costs shall include reasonable attorney fees.
- 30 **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and or/federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONSULTANT hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONSULTANT is obligated, which breach would have a material effect hereon.
- 31 **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions in the Exhibits shall prevail over those in the numbered sections.
- 32 **EXHIBITS.** The Exhibits listed below are incorporated by reference in this Agreement:
- 32.1 Exhibit "A" - "Request for Proposal", 8 pages.
- 32.2 Exhibit "B" - "Proposal," dated February 21, 2008, 28 pages.

33 **INTEGRATION.** This Agreement represents the entire agreement between the parties. It supersedes all prior or extemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. No amendment or modification of this Agreement shall be valid unless evidenced in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be executed and entered into this _____ day of _____ 2008.

CITY OF LOMPOC
a California municipal corporation
P.O. Box 8001
Lompoc, California 93438-8001

CONSULTANT
Ravatt, Albrecht & Associates, Inc.
1371 Pacific Street
San Luis Obispo, CA 93401

Gary Keefe
City Administrator

By: _____
Title: _____

ATTEST:

Donna Terrones, CMC
City Clerk

APPROVED AS TO FORM:

Sharon D. Stuart
City Attorney



**REQUEST FOR PROPOSAL
FOR
PROFESSIONAL SERVICES FOR THE
DESIGN AND PREPARATION OF CONSTRUCTION
DOCUMENTS FOR THE CHARLOTTE'S WEB CHILDREN'S
LIBRARY**

**CHARLOTTE'S WEB CHILDREN'S LIBRARY DESIGN
CS-07-LB-1**

I. SCOPE OF PROFESSIONAL SERVICES

The scope of services shall include performing all work necessary to produce plans, specifications, and cost estimates in order to obtain the necessary permits, solicit bids for the construction, and construct the project. The prime consultant shall be responsible for engaging and managing such sub-consultants as necessary to complete the scope of services, and shall be the primary contact for the City related to the work of such sub-consultants. Such services shall include but not be limited to the following:

- Meetings with the City related to the project,
- Compliance with applicable conditions and requirements of the development,
- Preparation of plans, specifications, construction cost estimates and construction schedules to obtain permits and construct the project, including revising such documents as necessary during these processes,
- Architectural professional services,
- Landscape Architectural services,
- Mechanical Engineering, including HVAC, plumbing, and Title 24 energy calculations,
- Electrical Engineering,
- Structural Engineering,
- Geotechnical Engineering, including preparation of a report for this project,
- Site Surveying for design and preparation of construction documents,
- Civil Engineering,
- Building Finish/Interior Design,
- Permit Applications and Processing for all necessary permits to construct the project, including but not limited to the Building Permit (City will pay permit fees),
- LEED Certification,
- Assistance during bidding process including answering questions from bidders, attending prebid conference if necessary, and assisting if necessary in the preparation of addendums related to changes in the construction documents, or in proposed construction materials or methods,
- Assistance during construction process as needed in order to perform the necessary design revisions, plan revisions, answer questions, and if necessary to visit the site at critical points during construction to ensure the satisfactory construction of the proposed facility.

The consultant shall submit at a minimum the following design deliverables for the project:

- Geotechnical Engineering Report,
- 60% PS&E's for all applicable disciplines, if necessary, the consultant shall meet with the City to present the 60% complete design.

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- 90% PS&E's for all applicable disciplines, incorporating City comments on previous submittal. If necessary, the consultant shall meet with the City to present the 90% complete design.
- 100% PS&E's for all applicable disciplines, incorporating City comments on previous submittal, and submitted for all necessary permits. If necessary, the consultant shall meet with the City to present the 100% complete design. The consultant shall perform all revisions necessary and coordinate all submittals to obtain the required permits to construct the project.
- Bid Documents – The consultant shall provide to the City all necessary mylar plans and other reproducible documents and electronic files of the bid document PS&E's for the advertising and bidding phase of the project.

For all submittals of multiple copies of PS&E's for this project, the consultant shall coordinate the reproductions and arrange to have the copies delivered to the appropriate City personnel, and may use a City designated reproductions company who can bill the City directly for such work, noting the City project number and project manager on the invoice.

For all submittals, and during construction, the consultant shall at no additional cost to the City, correct errors, omissions, and unworkable and/or improper design or drafting whether discovered during or after the completion of the plan checking process. Additionally, the consultant shall at no additional cost to the City, assist the City during the bidding process in the preparation of Addenda regarding errors, omissions, or conflicts in the design.

The City shall be the owner of all work produced for this project, and such work shall be provided by the consultant upon the City's request. Deliverables shall include hard copy and Adobe .pdf files for PS&E's. The final plan submittal shall include cadd files in a Microstation compatible format, specification submittals shall include complete specifications in MS Word format, and cost estimate submittals shall include estimates in MS Excel format.

II. CONSULTANT'S PROPOSAL AND COMPENSATION:

Each firm's response to this request for proposals should be in the form of a proposal to perform the professional services listed herein, with a corresponding estimate of your staff time and fee required.

All proposals shall include, as a minimum, the following elements:

1. A cover page including the project title and applicant firm's name.
2. A statement that the Consultant's Proposal will become part of the "Agreement for Professional Consultant Services" for this project when said Agreement is fully executed by the Consultant and the City of Lompoc.
3. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's staff to be assigned to this project; a listing of

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recent similar projects completed, including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's Staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City. A resource allocation matrix shall be included, which shall contain in rows a list of tasks for the project, and in columns the appropriate staff job titles assigned to the work with the estimated number of hours allocated for each task, and a total estimated fee per task.

4. A statement of sub-consultants qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact.

The Consultant will not be allowed to change the sub-consultant without written permission from the City.

5. A summary of the consultant's understanding and approach to the project.
6. A description of information and participation the consultant desires from City staff.
7. A schedule of the work including proposed dates for each submittal discussed in the Scope of Professional Services above.
8. A statement that all charges for professional services for this project will be limited to a "Not-to-Exceed Fee," unless the City authorizes additional charges in writing, and said "Not-to-Exceed Fee" shall be as submitted with and made a part of said Consultant's Proposal. Payment will be for actual time and materials expended in furnishing authorized professional services up to said "Not-to-Exceed Fee."
9. A copy of the Consultant's hourly rate schedule for all personnel, project costs and services anticipated to be involved in the project, and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of the initial contract. All extra work will require prior approval from the City.
10. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
11. Insurance Certifications -

The selected Consultant will be required to provide for the duration of the project, at its sole cost and expense, the following insurance with an insurer or insurers legally licensed and qualified to conduct insurance business in the State of California and satisfactory to the City. A statement shall be provided that all of the insurance requirements contained herein will be met by the consultant if selected:

**REQUEST FOR PROPOSAL
CHARLOTTE'S WEB CHILDREN'S LIBRARY PS&E'S
RFP-07-LB-1**

- a. Errors and Omissions Professional Insurance in a minimum amount of \$1,000,000.
- b. Insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the Services hereunder by the CONSULTANT, its agents, representatives, employees, and sub-consultants.
- c. Coverage shall be at least as broad as:
 - 1). Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).
 - 2). Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto).
 - 3). Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- d. Limits not less than:
 - 1). General Liability: \$3,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 2). Hired and Non-Owned Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - 3). Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- e. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, officers, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- f. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - 1). The City, its officials, officers, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles leased, hired or borrowed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such Service or operations. General liability coverage can be provided in the form of an endorsement to the

**REQUEST FOR PROPOSAL
CHARLOTTE'S WEB CHILDREN'S LIBRARY PS&E'S
RFP-07-LB-1**

Consultant's insurance, or as a separate owner's policy.

- 2). For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, officers, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- g. The terms of the insurance policy or policies issued to provide the above required insurance coverage shall not be amended to reduce the above required insurance limits and coverage's nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City new evidence of insurance in the amount established.
- h. Insurance shall be placed with insurers with a current A.M. Bests rating of no less than A:VII.
- i. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before Consulting Services commence. The City reserves the right to require at any time complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
- j. Consultant shall include all sub-consultants as insureds under its policies or shall furnish separate certificates and endorsements for each sub-consultant. All coverage and limits for sub-consultants shall be subject to all the requirements stated herein.

III. GENERAL CONDITIONS

1. Five copies of each proposal shall be submitted to the Engineering Division.
2. The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving ten (10) days written notice to the Consultant of such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Consultant under the said aforementioned Agreement are, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

**REQUEST FOR PROPOSAL
CHARLOTTE'S WEB CHILDREN'S LIBRARY PS&E'S
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3. The consultant agrees that all work shall be performed as approved or authorized by the City, and that the consultant will cooperate and work in accordance with direction received from the City during the project.
4. Pre-contractual expenses are defined as expenses incurred by the Consultant in:
 - a. Preparing the Proposal;
 - b. Submitting the Proposal to the City;
 - c. Presentation during selection interview;
 - d. Negotiating with the City any matter related to this Proposal;
 - e. Any other expenses incurred by the Consultant prior to an executed Agreement

The City shall not, in any event, be liable for any precontractual expenses incurred by the Consultant.

6. The City reserves the right to reject any or all Proposals submitted. The City may deem it necessary to interview applicants, and reserves the right to interview as part of the selection process. Any Contract awarded for these consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.
7. Proposals that fail to provide sufficient information or assurances of performance, or to accurately assess each category of the required services, or to comply with requirements and conditions given by of the City will not be given further consideration.
8. Any Contract to be awarded will be awarded without discrimination based on race, color, religion, sex, or national origin.
9. The Consultant's Proposal shall be no more than 30 pages, excluding a cover letter of up to two pages, dividers, and certificates.
10. The Consultant shall be required to comply with all federal, state, and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775.
11. The Consultant's relationship to the City in the performance of the Consultant's services for this project is that of an independent contractor. The personnel performing said Engineering Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the City. The Consultant shall pay all wages, salaries and other amounts due his employees in connection with the performance of said professional services and shall be responsible for all employee reports and obligations, including but not necessarily limited to social security, income tax withholding, unemployment compensation, and Worker's

**REQUEST FOR PROPOSAL
CHARLOTTE'S WEB CHILDREN'S LIBRARY PS&E'S
RFP-07-LB-1**

Compensation.

IV. PAYMENT(S) TO CONSULTANT

1. The City will pay the Consultant for all approved actual time and materials expended in furnishing all authorized and acceptable professional services, up to the limit of the agreed upon "Not-to-Exceed Fee," in accordance with the "Agreement for Professional Consultant Services." If additional services or modifications to the scope of work are necessary during the progress of the project, the City may agree to amend the contract with the consultant by executing an "Amendment to the Agreement" and approving modifications to the "Not-to-Exceed Fee."
2. The payments to the consultant shall be based on progress and completion of each task, which shall be performed and invoiced in the order and manner authorized by the City.
3. Tasks shall include all Professional Consultant Services necessary to complete the project work, and required and authorized by the City.
4. Invoices shall specifically identify man-hours and costs incurred by each task.
5. Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, shall be included in the "Not-to Exceed Fee."
6. All expenses including labor and reimbursable costs such as mileage, printing, telephone, photographs, postage and delivery shall have supporting documentation presented at the time payment is requested.

V. CONTRACT

The Contract includes the Agreement for Professional Consultant Services and the Consultant's Proposal.

VI. EVALUATION CRITERIA

The Proposals will be evaluated according to the following criteria.

1. Qualifications
 - a. Each member of the consultant's project team shall be discussed in the proposal with regard to the role that member will perform for the project, and their qualifications for performing such role. The discussion of each member's qualifications shall include the member's abilities, relevant experience, education, and time availability for work on this project for the entire duration of the project.
 - b. Particular detail shall be included to present the relevant expertise of each

**REQUEST FOR PROPOSAL
CHARLOTTE'S WEB CHILDREN'S LIBRARY PS&E'S
RFP-07-LB-1**

professional who will oversee each section or task of the work. Additionally, a description shall be included of the level of involvement that each oversight professional on the project team will have in the work; including the frequency of their interaction with those team members which they supervise, and the diligence of their supervision and review of subordinates' work.

2. Understanding and Approach

- a. A clear understanding of the project scope of work shall be demonstrated by the proposal.
- b. The approach to the work shall be organized, efficient, and promote the highest quality product possible for the City.

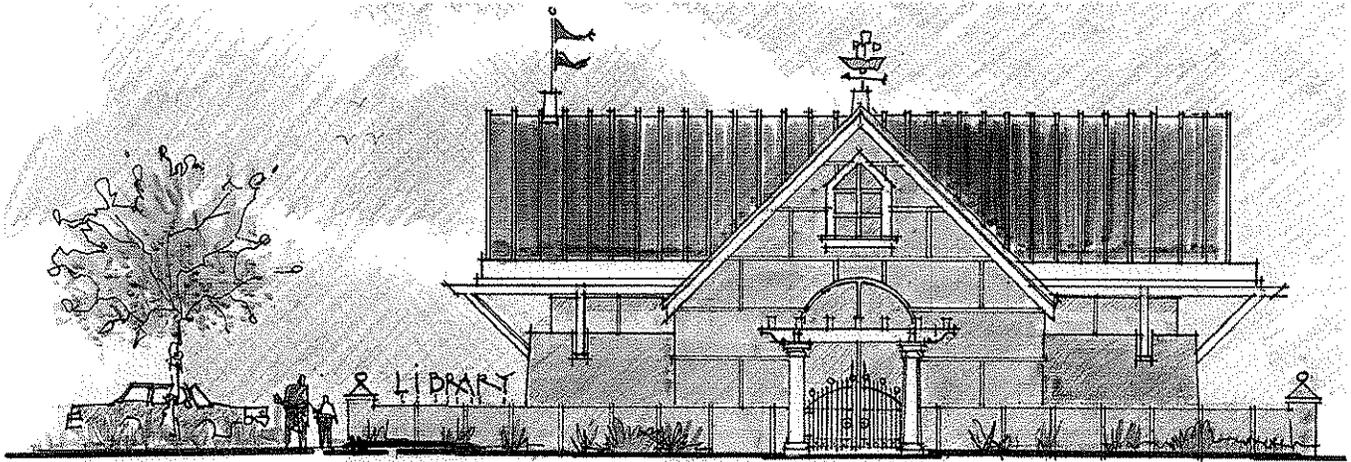
3. Cost

The estimate of time and fees required to perform each task shall demonstrate adequate resource allocation and the ability to provide experienced professional services in an efficient manner.

4. Schedule

- a. The project schedule included in the proposal shall allow for adequate time for review, analysis, development, meetings, revisions, and other processes as may be necessary.
- b. The schedule shall facilitate quality completion of each task, as well as guide the project to a reasonable date of completion.

There can be no assurance that negotiations will result in a finalized agreement. The City and the respondent will not be obligated in any way unless and until a written agreement is entered into and executed by both parties.



STREET ELEVATION (EAST)

1/8"

Preparation of
Design Development
and Construction Documents
for the

Charlotte's Web library

City of Lompoc RFP-CS-07-LB-1
2/21/2008

Prepared by
Ravatt, Albrecht & Associates, Inc.
1371 Pacific Street, San Luis Obispo, Ca 93401
Ph: (805) 786-4391
FX: (805) 786-4792
<http://www.ravatt-albrecht.com>



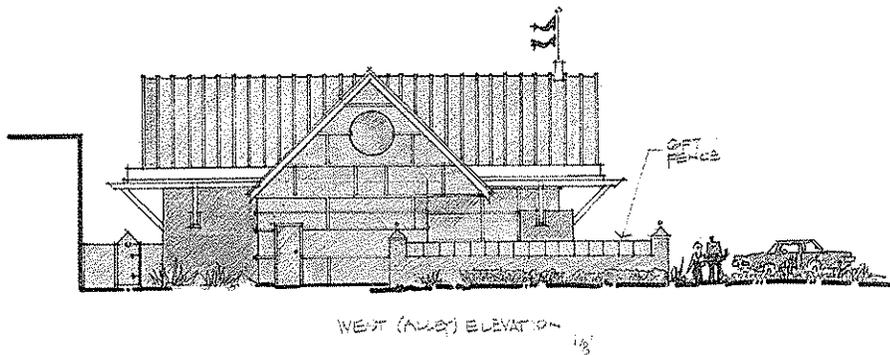


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RFP STATEMENTS:

The City of Lompoc's request for proposal CHARLOTTE'S WEB CHILDREN'S LIBRARY DESIGN CS-07-LB-1 is incorporated in its entirety and considered a part of this proposal.

- The City of Lompoc's request for proposal CHARLOTTE'S WEB CS-07-LB-1 and this Proposal will jointly become part of the "Agreement for Professional Consultant Services" for this project when said agreement is fully executed by Ravatt, Albrecht & Associates, Inc. and the City of Lompoc.

The Professional services to be provided, and fees therefore, will be in accordance with the City of Lompoc's request for proposal CHARLOTTE'S WEB CHILDREN'S LIBRARY DESIGN CS-07-LB-1, except as otherwise specified under the heading, "EXCEPTIONS OR ADDITIONS TO THE CITY'S REQUEST FOR PROPOSAL", below.

Information and participation the consultant desires from City staff:

It will be the City of Lompoc's responsibility to:

1. Assist in processing all permit and approval requests and pay all resultant fees.
2. prompt response on project questions
3. Attendance at all meetings
Assistance in resolving project budgets

EXCEPTIONS OR ADDITIONS TO THE CITY'S REQUEST FOR PROPOSAL:

- The City of Lompoc has agreed to produce all printing for the project except for RA's in-house and incidental printing. An account at CRS under the City of Lompoc shall be set up. Print files will be downloaded to CRS and delivered directly to the City for use.

- Ravatt, Albrecht & Associates, Inc. currently carries general liability insurance in the amount of \$2,000,000 per occurrence (insurance certificates are provided in this proposal). Ravatt, Albrecht & Associates will increase this coverage to \$3,000,000 per occurrence when notified of acceptance of this proposal.

STATEMENT OF QUALIFICATIONS:

Staff to be assigned to the Project					
Name	Degrees/Professional Registrations	Years in Industry/ Years with Firm	Firm	Role in Contract	
Greg Ravatt, AIA, CIDC	B of Architecture, Registered CA Architect CA. Cert. Interior Designer CA. Lic. General Contractor	24/8	Ravatt Albrecht & Associates, Inc. 1371 Pacific Street San Luis Obispo, CA	Architecture, Principal Architect of Record	
Mike DeMartini	B of Architecture,	10/4	Ravatt Albrecht & Associates, Inc. 1371 Pacific Street San Luis Obispo, CA	Project Manager	
Ann Burt	B of Architecture,	10/4	Ravatt Albrecht & Associates, Inc. 1371 Pacific Street San Luis Obispo, CA	Architecture, CAD Support	
James Albrecht, P.E.	B.S. Mechanical Engineering Registered Calif Professional Engineer	22/8	Ravatt Albrecht & Associates, Inc. 3203 Lightning Street, Suite 201 Santa Maria, CA 93456	Mechanical Engineering, Principal Engineer	
Forest Brannon	B.S. Mechanical Engineering	3/2	Ravatt Albrecht & Associates, Inc. 3203 Lightning Street, Suite 201 Santa Maria, CA 93456	Mechanical Engineering, Professional Designer	
Marshall Pihl, SE	BS Civil Engineering, Master of Science Civil Engineering Reg. California Professional Engineer & Registered Calif. & Structural Engineer	24/2	Cannon Associates 364 Pacific Street San Luis Obispo, CA 93401	Structural Engineering/Project Manager Engineer of Record	

Robert A. Lade	Reg. California Professional Engineer	8/2	Cannon Associates 364 Pacific Street San Luis Obispo, CA 93401	Structural Engineering, Engineering/CAD
Scott Stokes PE	B.S. Electrical Engineering Registered California Professional Engineer	4/14	Above Grade Engineers 778 Osos Street San Luis Obispo, CA 93401	Civil Engineering, Principal
Mike Lewis	CA Licensed General Contractor	30/16	AC&E Support Services 3203 Lightning Street Suite #114 Santa Maria, CA 93455	Cost Estimator, Principal
Michael Stanton	BS engineering Licensed surveyor		2146 parker St., ste A-1 San Luis Obispo, CA, 93401	Surveyor
Beverly Morris	Interior Design		130 Sutter St, Ste #480 San Francisco, CA 94104	Interior Designer, Principal
Marilyn Farmer AIA, LEED AP	B of Architecture, Registered CA Architect	20/17	1350 Marsh Street San Luis Obispo, CA 93401	Principal LEED's documentation
Bethany Clough ASLA	B of Landscape Architecture	12/4	PO Box 76, Buellton, CA 93427	Landscape Architecture, Principal

Proposed Project Team

We have assembled a local team of expert designers.

- Strong, local architectural/engineering firm
- Team organized around Local Design Offices
- Experience in planning projects within the City of Lompoc
- Specialized experience with public works projects
- LEED certified
- Member US Green Building Council
- Multiple design awards for green building projects.

Project Team Members List

Greg Ravatt, AIA, CID, Ravatt Albrecht & Associates

Project Designer/ Project Principal

Greg will act as the lead project designer

James Albrecht, PE, Ravatt Albrecht & Associates

Project Mechanical Engineer, Energy Consultant, Project M/E Principal

Paul Reinhardt, AIA, LEED AP, Ravatt Albrecht & Associates

Project Manager

Paul will act as the project manager. **Mike DeMartini, Ravatt Albrecht &**

Associates

Project Assistant Manager

Project Graphics Designer and design document coordination

Gregory Ravatt, AIA, CCIDC *Project Principal* Ravatt Albrecht & Associates, Inc.



Find More Links:

www.ravatt-albrecht.com

www.santabarbaraplanning.org

DESIGN AWARDS

Santa Barbara Beautiful:

Agave Court , Santa Barbara

Gold Nugget award:

La Aldea , Santa Barbara

AIA Honor Award,

Good Samaritans Solar Dining

Hall, Santa Maria

AIA Merit Award:

Juniper Residence, Morro Bay

AIA Merit Award:

Sunset green living lofts

Mr. Ravatt's experience includes a wide spectrum of planning for Municipalities, County Government, Federal Government, Large Corporations and Developers.

Greg has won design recognition for several projects involving energy efficient green building techniques. He is currently designing a straw-bale library for the City of Lompoc. This will be the first straw bale library in the State.

Greg will be responsible for the design coordination for this project. He will provide the needs assessment and schematic design.

Greg is known for his conceptual sketching which provide clients with fast visual images of design alternatives. He regularly presents design projects to community and governmental decision-making bodies.

Greg has chaired the Santa Barbara Board of Architectural Review three separate years. The review Board was the first established in the United States. The Board reviews hundreds of projects each year throughout the County of Santa Barbara. As chair of the Santa Barbara Review Board he oversaw the development of design standards for Goleta, Santa Ynez and Los Olivos.

Education

Bachelor of Architecture,
California Polytechnic State
University, San Luis Obispo,
1986 December, 1986

Registration

Registered Architect,
California License No.
20808
California Certified Interior
Designer No. 2671
California Licensed
Contractor 516675

Years of Experience

20 Years

Community Involvement

Santa Barbara Board of
Architectural Review – 1998-
current

Atascadero Mainstreet
Committee – 2000-current

Reident of Atascadro since
1992

Representative Experience

Charlotte's Web Children's Library, Lompoc, ca
Good Samaritan's Homeless Dining Hall, Santa Maria, ca
La Aldea Mixed Use Historic District, Santa Barbara
Elks Lodge, Atascadero
J Birdsall Banker historic House restoration Rosa Dei Venti, Rosario Avenue, Atascadero,
Santa Ysabel Bungalow Court, Atascadero Ca
Façade program, Atascadero, ca
Atascadero MOT, AUSD School District

Professional Affiliations

County of Santa Barbara, Board of Architectural Review
American Institute of Architects
International Conference of Building Officials

James Albrecht, PE *Project Principal*
Ravatt Albrecht & Associates, Inc



Mr. Albrecht has acts as the Director of Mechanical and Electrical Engineering for the firm. He is a registered engineer experienced in the design of air conditioning, ventilation, heating, hydronics, piping, and plumbing.

Jim is currently pioneering our office in the development of green building design. He is leading the use of LEEDS energy documentation. He is coordinating our projects for certification from the US Green Building Council. He has pioneered alternate energy engineering evaluations utilizing renewable energy sources.

Jim developed the conceptual designs for the Ground Source Heat Exchange for the Santa Barbara District Attorney's Building and the Lompoc Women's Clinic drastically reducing the life cycle cost of energy consumption for the buildings

Jim is the Energy Consultant and Mechanical Engineer for all of the facilities listed. He has recent experience with the numerous civic projects for the County of San Luis Obispo, County of Santa Barbara, and the City of Lompoc

Jim regularly performs energy analysis, extensive mechanical design engineering, maintenance engineering and complete building performance standards analysis for compliance with California Energy Commission Title 24 requirements.

Education

**Bachelor of Science,
Mechanical Engineering,
University of California,
Santa Barbara, 1985**

Registration

**Registered Professional
Mechanical Engineer,
State of California.
Certificate Number
M26555**

Years of Experience

18 Years

Find More Links:
www.ravatt-albrecht.com

Representative Experience	County of Santa Barbara Juvenile Hall Base 30-Bed Addition, Foster Rd. S.B. County of Santa Barbara, Juvenile Hall Court Addition Schematic Design, Foster Rd. Barnes mixed use, Orcutt, ca Pahler mixed use Retail Bldg, Los Alamos Retail Center Home Base Conversion, Santa Maria Anderson mixed use retail, Shell Beach Village. La Aldea Mixed Use Historic District, Santa Barbara
Professional Affiliations	ASHRAE: American Society of Heating refrigeration and Air-conditioning

Paul Reinhardt, AIA *Project Manager*
Ravatt Albrecht & Associates, Inc.



Find More Links:
www.ravatt-albrecht.com

Mr. Reinhardt has twenty years of experience in the architecture and construction industry. His past experience includes project organization and management, lead management and production of construction documents and specifications, and construction management responsibilities including construction administration, cost estimating, bid negotiations, and performing actual on-site construction coordination and closeout efforts.

Paul's emphasis on public facilities continues with review of current methods of design and management. He regularly attends, through the American Institute of Architects, Professional seminars on Mixed Use Facilities.

Mr. Reinhardt's experience encompasses many diverse projects of new construction and major rehabilitation work. He trained extensively in construction management at Cal Poly San Luis Obispo and holds a State Contractors License. Early in his career Paul focused on design-build delivery. He maintains a no-nonsense approach based on his broad practical knowledge.

Education

Bachelor of Architecture,
 Graduated with Honors,
 California Polytechnic State
 University - San Luis
 Obispo, CA, 1985

Registration

Registered Architect, State
 of California, License No.
 19209, 1987
 Licensed Contractor, State
 of California, License No. B-
 530490, 1988

Years of Experience

20 Years

Years with RA & Associates

9 Years

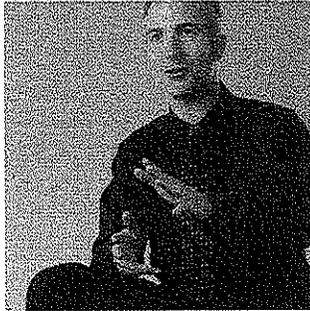
Representative Experience

County of Santa Barbara Juvenile Hall Base 30-Bed Addition, Foster Rd. S.B.
 County of Santa Barbara, Juvenile Hall Court Addition Schematic Design, Foster Rd.
 Yanez Office Complex, Lompoc
 Retail Center Home Base Conversion, Santa Maria
 Anderson mixed use retail, Shell Beach Village.

Professional Affiliations

American Institute of Architect

Michael De Martini, Associate *Project Manager*
Ravatt Albrecht & Associates, Inc.



Find More Links:
www.ravatt-albrecht.com

DESIGN AWARDS

- Gold Nugget award:
La Aldea , Santa Barbara
- AIA Honor Award:
Good Samaritans Solar Dining Hall, Santa Maria
- AIA Merit Award:
Sunset green living lofts

A practicing local design professional of 11 years, Mr. DeMartini's experience includes a wide spectrum of design and project management for Schools, Municipalities, County Government, Large Corporations, and Developers.

While employed at Ravatt Albrecht Michael has attained recognition as an award winning designer and lead project manager on many projects.

His past experience includes: schematic design, presentation, and attaining city and county design approvals, project organization and management, lead management and production of construction documents and specifications, and construction management responsibilities including construction administration, cost estimating, bid negotiations, and performing on site construction coordination.

Michaels goal as a practicing design professional is to assist the client in assuring the continued and long-term quality and architectural integrity of buildings and landscaping as they pertain to vernacular, regionalism, and green design.

Education

Bachelor of Architecture,
Graduated with Honors
California Polytechnic State
University, San Luis Obispo, 1997

Years of Experience

11 Years

Community Involvement

Reident of San Luis Obispo since
2000

Years with RA & Associates

6 Years

Representative Experience

- Charlotte's Web Children's Library, Lompoc, ca
- Good Samaritan's Homeless Dining Hall, Santa Maria, ca
- La Aldea Mixed Use Historic District, Santa Barbara
- Elks Lodge, Atascadero
- Façade program, Atascadero, ca

Professional Affiliations

Associate American Institute of Architects

COMPANY PROFILE

RA & Associates, Inc. is a multi-disciplined design firm which provides Architectural, Planning, Interior Design, Electrical, and Mechanical services to both the public and private sector. RA & Associates, Inc. is a company dedicated to providing quality professional services on schedule and within budget.

Three locations in Santa Maria, San Luis Obispo and Santa Barbara service the California Coast. We work on projects throughout California.

The types of projects pertaining to your project our Architecture and Engineering division has focused on are:

- Project Programming
- Facilities Evaluation
- Construction Documents
- Project Administration

RA & Associates has completed the schematic design work for this project. Additionally, RA & Associates provided design for the Los Osos Library and ADA upgrades for all of the San Luis Obispo branch Libraries. We also have completed the Lompoc Library entry project in 2007 and Library needs studies for Buerton and Lompoc Libraries in 2006.

RA & Associates, Inc. is a California corporation. At present time we have a full staff complement in Architecture, Planning, Interior Design, and Mechanical Engineering.

Our principals and staff hold the following professional registrations:

- Registered Architect
- California Certified Interior Designer
- Registered Mechanical Engineer

Affiliations include:

- American Institute of Architects
- American Society of Heating, Refrigeration and Air Conditioning Engineers



Resource Allocation Matrix		Principal Architect	Professional Architect	Professional Designer/Project Manager	Drafting/CAD/Clerical	Cost Estimator	Chief Engineer, Structural	Engineer IV, Structural	Engineer I, Structural	Principal Engineer, Elect.	Professional Engineer, Elect.	Drafter, Electrical	Civil Engineer, Principal	Civil engineer, CAD Draftsperson	Interior Designer	Interior Design Staff	LEED Consultant	Landscape Architect	Landscape CAD	Consultant Mark-Up	Total Fee / Task
Current Rates		\$130	\$95	\$95	\$70	\$70	\$145	\$110	\$70	\$115	\$105	\$28	\$160	\$95.00	\$175.00	\$75.00	\$125.00	\$90.00	\$70.00		
Tasks																					
Architectural Design	80	120																			\$21,800.00
Architectural Drafting				320																	\$22,400.00
Architectural Specifications	40																				\$5,200.00
Architectural Client Meeting	20	12																			\$3,740.00
Architectural Site Visit		16																			\$1,520.00
Architectural Review	64																				\$8,320.00
City Processing		48		48																	\$7,920.00
Architectural Submittal Review		26																			\$2,470.00
Contract Bidding		16																			\$1,520.00
Contract Administration		64																			\$6,080.00
LEED Coordination		24	24																		\$5,400.00
																					\$86,370.00
Architectural Cost Estimate									103												\$8,291.50
Mechanical / Plumbing Design				20																	\$1,900.00
Mechanical / Plumbing Drafting				60	182																\$18,440.00
Mechanical Specifications				16	78																\$6,980.00
Mechanical Client Meeting	12	8																			\$2,320.00
Mechanical Site Visit	2	8																			\$1,400.00
Mech. Project Management	12	12																			\$2,700.00
Mechanical Review	8																				\$1,040.00
Mechanical RFI's				8																	\$760.00
Mechanical Submittal Review				8																	\$760.00
																					\$36,300.00
Electrical Design/Engineering										52	72										\$15,571.00
Electrical Drafting											72										\$2,318.40
Electrical Specifications									12												\$1,587.00
Electrical Site Visit											2										\$241.50
Electrical Review									8												\$1,058.00
Electrical RFI's									6												\$793.50
																					\$21,569.40

RECENT AWARDS AND PUBLICATIONS
RECEIVED BY RAVATT, ALBRECHT & ASSOCIATES

Renovation of Pediatrics Intensive Care Unit
Balboa Naval Medical Center, San Diego, CA

Associated Builders and Contractors
National 2004 **Excellence in
Construction Award**

NAVFAC 2005 **Design Merit Award**
for Building Alteration and Reuse

Associated General Contractors of
America 2005 Marvin M. Black
Excellence in Partnering Award

Design Build Institute of America
Partnership Award



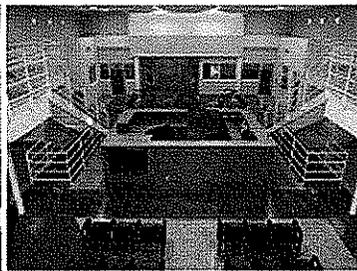
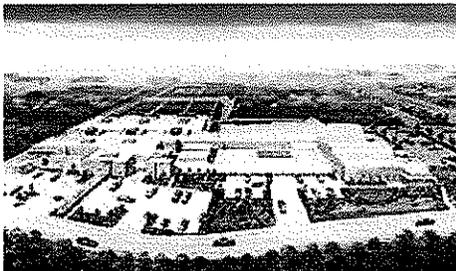
Good Samaritans Family Shelter Kitchen and Dining Hall
406 West Morrison Ave, Santa Maria, CA

AIA CCC 2007 Award of Honor for
Excellence in Design and Execution



County of Santa Barbara – Santa Maria Juvenile Justice Center
812 B West Foster Road, Santa Maria, CA

Publication: October 2005 – CMU
Association of California and Nevada
“CMU Profiles in Architecture”

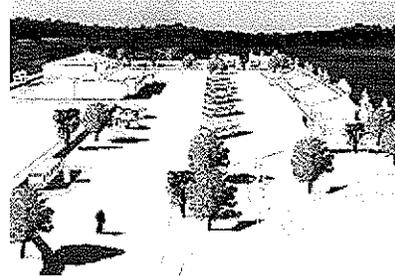


EXCERPTS FROM EVALUATIONS OF RAVATT, ALBRECHT & ASSOCIATES

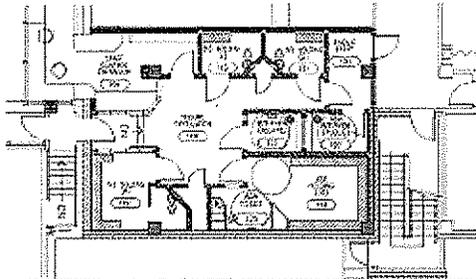
IN THE WORDS OF OUR VALUED CLIENTS AND COLLEAGUES

"RA has been the **most communicative and receptive** architectural firm we have worked with to date."

Stuart E. Stoddard
Director of Support Services
Atascadero Unified School District
Project: Maintenance Operations and Transportation Facility
Phone: (805) 462-4204



"The county has used Ravatt, Albrecht & Assoc. many times over the years and have **always been satisfied** with their performance."



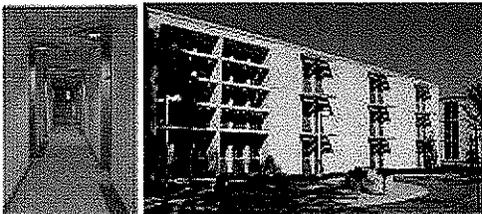
Mark A. Moore
General Services
San Luis Obispo County
Project Coordinator
Project: Expand Courts/Sheriffs Holding Cells
Phone: (805) 781-5213

"RA and Associates Inc. is a **pleasure to work with**. Their **project management and involvement is superior** to other A/E firms that I have worked with. I have no problem recommending their services."

John Green
General Services
Santa Barbara County
Construction Manager / Project Manager
Project: Santa Maria Juvenile Hall Expansion and Court
Phone: (805) 934-6229



"RA's work was **top-notch!** They came up with several **innovative design solutions**. One example was an **ingenious** dryer exhaust system that provided easy maintenance and preserved maximum daylighting and views from the laundry room."



Donald F. Popma
GS-12; 30 CES/CECC
Air Force Project Manager
Vandenberg Air Force Base, CA
Project: Repair and Improve Dormitory Building #13135
Phone: (805) 605-8744

"It was a **pleasure working with** Paul Reinhardt (Project Architect) and Jim Albrecht (Project Mechanical Engineer). They are **consummate professionals** in their approach to building design and problem solving. I **look forward to working with them** on future projects."

Marilyn Miller Farmer, AIA, LEED Accredited Professional

Education

Candidate, M.S. in Architecture
California Polytechnic State University, San
Luis Obispo

Bachelor of Architecture, 1987
California Polytechnic State University, San
Luis Obispo

Occidental College, Los Angeles, California
1966-1969



Licensure / Membership

Registered Architect, State of California, 1992
Certified Permaculture Consultant, 1997
BlueMax Building System Installer Certification, 1999
LEED Certified Professional, U.S. Green Building Council
Member, American Institute of Architects, National Home Builders Association, US Green Building Council

Experience

Principal, Habitat Studio Architecture & Planning, 1994-present
[<http://www.habitatdesigns.com>]

Director, Green Building Pages, Inc., Web Resource Guide for Sustainable Design, 2003-present
[<http://www.greenbuildingpages.com>]

Sole proprietor of design/architecture practice, 1988-present

Lecturer, College of Architecture, California Polytechnic State University, 1992-2000

Department Head, Architecture Instructor, Engineering and Technology, Cuesta College, 2001-2003

Projects

Architecture and planning residential, office & commercial projects;
Retrofit/remodels of historic commercial buildings;
Site planning/design and phased construction the first commercial strawbale structure in California,
Claiborne & Churchill Winery;
Site planning/schematic design and phased construction plan for South Valley Community Church;
Planning and schematic design for a Nature Conservancy Visitor's Center/Community Center;
Site planning and design of The Marine Mammal Center and Pacific Wildlife Care Triage Facility
Site planning and design of The Education Center, San Luis Obispo Botanical Garden

Honors and Awards

Sustainable Building Industry Council Best Practice Award, Green Building Pages, 2006

Central Coast Chapter AIA, Design Merit Award, Strawbale Winery, March, 1996

Leadership Award, California Women in Design, 1994

First Place, International Sustainable Communities Design, June 1993
Competition sponsored by A.I.A. and U.I.A.

Obispo Beautiful Award, City of San Luis Obispo, California, 1989

Marilyn Miller Farmer, AIA, LEED Accredited Professional

Research and Publications

"Los Osos: A Sustainable Community Within a Sustainable Watershed", published in Sustainable Communities Symposium: Making Sustainable Design a Reality Proceedings, Davis, California, 1993

"Los Osos: A Sustainable Community Within a Sustainable Watershed", published in AIA Sustainable Strategies Conference, Seattle, Washington, 1993

"Los Osos: A Sustainable Community Within a Sustainable Watershed", Dan Panetta and Marilyn Farmer, (revised and edited original paper to expand and focus on water issues), published in proceedings of the 2nd IAWQ International Specialists Conference, December, 1993.

Green Building Pages, a web-based sustainable building materials resource guide, 1993-present [<http://www.greenbuildingpages.com>]

"Computers and Community at the Crossroads", presented and published in the proceedings of the Catalyst '95 Conference, Canberra, Australia.

"Feminism in Architecture - The Approaches of Kari Nissen Brodtkorb" by Neil van Est, commentary by Marilyn Farmer, a compendium of papers presented at the Catalyst '97 Conference, Canberra, Australia.

Committees and Appointments

USGBC Central California Coast Chapter Organizing Committee, 2007

San Luis Obispo Chamber of Commerce Sustainability and Resources Committee, 2007

Environmental Center of San Luis Obispo Board of Directors, 1996-97

Forum on Ethics, Technology and the Professions, Cal Poly, San Luis Obispo, 1995

Committee on the Status of Women, Scholarship Chairperson, Cal Poly, San Luis Obispo, 1995

San Luis Obispo County Design Guidelines Committee, 1993 - 1995

Environmental Quality Task Force, City of San Luis Obispo, 1994

Central Coast Chapter of AIA, Secretary, 1994 - 1995

AIA National Committee On The Environment

AIA National Regional and Urban Design Committee

AIA National Committee on Education

Presentations

Speaker, AIA National Convention, 2007

Speaker, USGBC Greenbuild Convention, 2006

Sustainable Design Training Coordinator, San Luis Obispo County Planning & Building Dept., 1998

Panelist, *Renew America* National Teleconference, February, 1997

Guest Speaker, Chiang Mai University, Thailand, July, 1996

Speaker, *Green Building Now Conference*, Santa Barbara, California, June, 1996

Plenary Session Speaker, *Catalyst '95 Conference*, Canberra, Australia, July 1995

Plenary Session Speaker, *Sustainability Conference*, Santa Barbara, April 1994

Guest Speaker, "Ethics, Technology and the Professions", Cal Poly, May 1995

Marshall R. Pihl, PE, SE

Director of Structural Engineering

Professional Registration

- Structural Engineer, California, No. S5101
- Structural Engineer, Washington, No. 25440
- Civil Engineer, California, No. C61406
- Civil Engineer, Washington, No. 625440
- Civil Engineer, Oregon, No. 60887PE

Education

- Bachelor of Engineering Science, Pacific Lutheran University, 1982
- Bachelor of Science Civil Engineering, Columbia University, 1983
- Master of Science Civil Engineering (Structural), Columbia University, 1984

Professional Registration and Affiliation

- Member, Structural Engineers Association of Washington
- Professional Member, International Conference of Building Officials

Mr. Pihl has over 20 years of experience providing structural engineering services. He is knowledgeable in design for all types of new construction, renovations, and repair of structural damage due to water, rot, fire, and natural disaster. His experience includes design of wood, concrete, masonry, and steel structures. In addition to structural design, he has been involved in a number of projects as a structural engineering expert witness and consultant concerning various insurance claims and repairs. Mr. Pihl has provided structural engineering services on the following projects.

Commercial and Residential Projects

Northwest Professional Office Plaza, Bakersfield, California: This project included 12 commercial buildings ranging in area from 4,300 to 8,100 square feet. The design included wood framed walls and roofing structures with a stucco exterior finish. Mr. Pihl was Engineer of Record for the project and performed construction administration services.

Duncan Building, Seattle, Washington: Seattle Funding Group needed to renovate the historic building in Pioneer Square to have emergency earthquake stabilization. In addition, this three-story, 24,000 square-foot heavy-timber and load-bearing masonry building (built in 1889) needed shell and core renovation design. Design required approval by the Pioneer Square Historic Preservation District review board. The scope of work required a full seismic upgrade and included a new wood storefront, installation of helical anchor foundation supports, and a revised lobby and stairs. Mr. Pihl provided structural design services and was the engineer of record for this project.

Meridian Apartments, Puyallup, Washington: This project featured ten wood framed residential structures. The structures varied in height from two to three stories. In addition, the structure included eight to twenty residential units in each building. The buildings were constructed of wood framing with concrete foundations.

The Anli in Bellevue Park (formerly The Seasons), Bellevue, Washington: This large residential project featured a nine-story light gage metal framed residential structure. In addition, the residential design included a five-story wood framed structure over a post-tensioned street level plaza with two levels of parking below grade. Mr. Pihl designed the nine-story building; post-tensioned plaza and parking garage structures; and was the Engineer of Record for this project.

Service Linen Supply Building, Renton, Washington: Service Linen Supply wanted to increase their commercial laundry facility's processing capability, consolidate business operations, and enhance their shipping/receiving capabilities. The scope of work for this 34,000 square-foot facility included stabilization of the original 16,000 square-foot existing unreinforced masonry building and integration of an 18,000 square-foot addition. The addition was constructed with steel post and beam framing to support the roof, mechanical and laundry equipment loads. The perimeter was constructed of reinforced concrete masonry block. Mr. Pihl provided structural engineering for this project and was the engineer of record.

Martha and Mary Senior Housing, Paulsbo, Washington: The Martha and Mary care facility needed to increase their resident capacity, consolidate and upgrade mechanical systems, and upgrade the existing campus structures. The structural scope of work included two new two-level resident wings, addition of sloped roofs over existing buildings with attic level mechanical corridors, and seismic upgrades to all campus buildings. The project had to be phased to maintain operation of all facilities during construction. Mr. Pihl provided structural engineering for this project and was the engineer of record.

Airport Parking Garage, Anchorage, Alaska: The airport authority determined a need for a parking structure with underground access to the airport terminal. The four-level structural design incorporated post-tensioned construction performed during fall and winter building seasons and can accommodate 1,200 vehicles. Mr. Pihl performed the design and was on-site for six months during construction to perform construction administration services.

Veterinary Medicine Complex; Woodland Park Zoo, Seattle, Washington: The hospital at the zoo needed to be somewhat hidden from the general public. Therefore, the major portion of the building was designed to sit underground in order to be integrated into the environment. The scope of the work was construction administration and design review.

Municipal Projects

Macaque Exhibit at Woodland Park Zoo, Seattle, Washington: The Macaque Exhibit is an island exhibit at the Woodland Park Zoo. Mr. Pihl provided a full design of the exhibit, including a minor interior structure. He designed a netted system involving columns, nets, and helical anchors. Materials used in this project included shotcrete for the rockwork, masonry, steel cables, and specialized construction materials that provided both structural and aesthetic qualities. Materials needed to be made of compounds that were not harmful to the animals inhabiting the exhibit. The environment had to be both safe and natural and give the appearance of a natural setting.

Trail of Vines Asian Tropical Forest; Woodland Park Zoo Seattle, Washington: This 2.7-acre exhibit includes a forest canopy and rocky outcrop. Mr. Pihl provided the design review and modifications for the exhibit, as well as construction administration services during construction. The trail concludes with an elevated boardwalk where visitors come eye-to-eye with orangutans living in treetops; this outdoor space is the first ever, open forested canopy for orangutans in a zoo.

Lister Elementary School, Tacoma, Washington

The City of Tacoma needed a new elementary school due to the growing population of students in the area. Mr. Pihl provided the steel masonry which included a serpentine masonry wall thorough plan, a semi-circular masonry wall around the play area with steel masonry concrete and wood construction. Mr. Pihl was the structural engineer.

North Seattle Community College, Seattle, Washington

North Seattle Community College needed an on-call Facilities Manager for multiple projects on their campus. Mr. Pihl provided structural design for several diverse projects.

Seaview Heights Elementary School Renovations and additions, Edmonds, Washington

Seaview Heights Elementary needed a new administration office, seismic upgrades, and additions to their gymnasium. The scope of work included upgraded classroom wings with HVAC in the attic spaces and stabilization of un-reinforced masonry walls. Mr. Pihl was Project Manager.

Grant County PUD Headquarters Lobby and Office Remodel, Ephrata, Washington

Architectural design services were needed for the 1,000 square-foot lobby renovation and 12,000 square-foot office tenant improvements at Grant County PUD Headquarters facility. Building security was improved by removing the existing lobby stairs and adding security doors. The office area was designed on an open plan to maximize the number of workstations available while maintaining a sense of comfortable work space. Mr. Pihl was the Project Manager.

Robert A. Lade, PE

Structural Designer

Professional Registration

- Registered Civil Engineer, California, No. 63293

Education

- Educated in Civil Engineering, Cal Polytechnic State University, San Luis Obispo, California

Mr. Lade provides structural designs for municipal, commercial, residential, energy and military clients. He has experience in seismic retrofits of un-reinforced masonry buildings, evaluating structural damage, and report preparation for insurance firms. His responsibilities include preparing calculations, plans, and details for construction documents for public and private sectors. The following projects represent Mr. Lade's experience:

Rincon Island Causeway Engineering Evaluation and Repair, Rincon Island, California

Prompted by a safety audit by the State Lands Commission, the current causeway from Rincon Island required extensive repairs. Mr. Lade served as a project engineer for the evaluation and repair of this 2700 foot long pile supported causeway that connects the artificial Rincon Island to the shore. Mr. Lade performed a finite element analysis for the entire structure that included the components damaged by corrosion. After determining which repairs were required to move the drilling rig off the island, Mr. Lade designed and inspected the required repairs.

Visalia Transit Center, Visalia, California

Mr. Lade was the project engineer for the City of Visalia's Mixed Use Transit Center built in 2004. The transit center consists of two separate buildings. The three-story 32,000 square foot main building houses the transit ticket office and passenger lobby on the ground floor. The City offices are located on the upper floors. Both buildings were constructed of concrete masonry, structural steel and wood.

The Villas at Rancho Pacifica, Pismo, California

The Villas at Rancho Pacifica is a hill-side residential development which consists of 37 custom and semi-custom homes. The large, open living spaces, retaining wall (up to 16' tall), and ocean view window walls made the engineering and construction challenging. Mr. Lade was the project engineer.

Dan Grant Bridge, San Luis Obispo County, California

Mr. Lade was the project engineer for the Dan Grant Bridge, which serves a residence and a 40-acre avocado orchard. The bridge span is approximately 50 feet for this. It was designed for Cal Trans highway loading due to the trucking traffic associated with the agricultural operation. The bridge was constructed of steel wide flange stringers. Mr. Lade designed an aesthetic wood deck and rail.

Al Hil Avenue Landslide Repair, San Luis Obispo, California

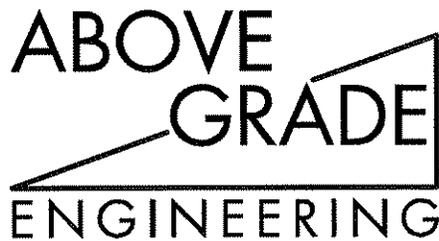
Substantial rainfall in 2006 caused a landslide between two residences in a hill-side neighborhood in San Luis Obispo. Emergency design and construction efforts were needed to stabilize the residence. Mr. Lade provided design to install helical piers. Upon completion, Mr. Lade was retained to design a tiered retaining wall system to permanently stabilize the slope.

Seismic Retrofit of 720 Higuera, San Luis Obispo, California

As a result of the 6.8 earthquake on the Central Coast, most of the cities mandated the seismic upgrade of all unreinforced masonry buildings. Mr. Lade was the project engineer for the seismic upgrade of this building located in downtown San Luis Obispo. Design challenges included the proximity of a neighboring basement, an open storefront, and the desire of the client to account for a future second story addition. The design included steel moment frames supported by a foundation utilizing micro-piles.

NASA Building 4802 Added Roof, Edwards AFB, California

A new sloped roof was added over the top of the existing radial roof at a hangar building. Framing for the new roof was installed over the existing rigid insulation and attached to the structural roof framing below. Mr. Lade provided analysis of the existing building steel trusses and framing to verify the capacity of the structure for the additional loads and designed the connections between the new and existing framing elements.



address: 778 Osos Street, Suite A
San Luis Obispo, CA 93401
phone: (805) 540-5115
fax: (805) 540-5116
web: www.abovegradeengineering.com

Scott Stokes, PE
Civil Engineer, Principal

14 Years of Experience

Education

Bachelor of Science, Civil Engineering, California Polytechnic State University, San Luis Obispo, CA

Registrations

1998, Civil Engineer, CA No. 58256

Strengths

Construction Documents and Construction Support
Grading, Drainage, Utilities, Storm Water, Sewer and Water Systems
Street Improvements
Americans with Disabilities Act Compliance

Related Commercial Project Experience

SLO Housing Authority's Moylan Terrace Housing Project, San Luis Obispo, CA
Santa Clarita Community Center, Santa Clarita, CA
Ventana Fire Station, Pismo Beach, CA
Ventura Community College Parking Lot Renovation Design Services, Camarillo, CA
Ripon City Hall and Police Department Expansion, Ripon, CA
First 5 Preschool, San Luis Obispo County, CA
Oceano Community Center, Oceano, CA
Cal Poly San Luis Obispo Student Housing I, San Luis Obispo, CA
Santa Maria River Levee Trail, Santa Maria, CA
Squaw Valley CDF Fire Station, Squaw Valley, CA
Templeton High School Multi-purpose Building, Templeton, CA
South Base Cantonment Area Water System Replacement, Vandenberg Air Force Base, CA
Kermit King Elementary School, Paso Robles, CA
Dinosaur Caves Park, Pismo, CA
Rancho Guadalupe Dunes County Park, Santa Barbara, CA
Ojai Arcade Plaza, Ojai, CA
Mountainbrook Community Church, San Luis Obispo, CA
Tipton Meeting Hall, Santa Ynez, CA
Cal Poly San Luis Obispo Student Housing North, San Luis Obispo, CA
Prado Commercial Development Tentative Tract Map, San Luis Obispo, CA
Stanford University Gates Computer Science Building, Stanford, CA
Midstate Bank Building, San Luis Obispo, CA
Main Street Medical Offices, Templeton, CA
Tomasini Industrial Offices Tentative Map, Arroyo Grande, CA
Spring Street Commercial, Paso Robles, CA
Airport Drive Commercial Development, San Luis Obispo, CA
Park side Commercial Center, San Luis Obispo, CA
Avila Bay Commercial Development, Avila Beach, CA
The Manse Senior Housing, San Luis Obispo, CA
Murray Ave Medical Center, San Luis Obispo, CA

www.abovegradeengineering.com

A California Corporation • Scott Stokes PE # 58256

Phone 805 349-0049 Fax 805 349-0089 E Mail acesupp@verizon.net
3203 Lightning Street Suite 114 Santa Maria, California - 93455

A C & E Support Services provides Schematic, Design Development, Pre Bid Cost, Value Engineering Estimates and CPM (Critical Path Schedules).

Over the last 20 years we have provided Engineering Cost Estimates and Critical Path Schedules for Schools, Airport expansion projects and Military projects. We also have extensive experience with cost analysis and scheduling of both large scale and small-scale projects, including Commercial - Industrial - Educational - Residential SFD's - Multi Family projects. Because we developed and maintain our own Estimating Software our track records for accuracy remains consistent within industry standards.[ML1][ML2]

We are a Construction Cost Consulting firm dedicated to client success by providing the strength of innovative analysis, and the security of broad-based project expertise and professional and personalized attention. And because consulting is the focus of our business, not a sideline, our clients benefit from greater accessibility, quicker turnaround time, more personalized attention and lower fees

You may call on A C & E Support Services for environmental expertise including; sustainable construction cost analysis , project planning, project analysis, cost control, performance evaluation, comparative design estimates, project scheduling.
[ML3].

For more information about our services you can visit our Web Site at
ACESUPP.NET

To contact us directly, please feel free call our offices at 805 349-0049 and ask for Mike Lewis

Respectfully Yours

Michael J Lewis

Owner
A C & E Support Services

MICHAEL J. LEWIS
Owner of A C & E Support Services
General Building Contractor LC # 431108

Michael Lewis has over 35 years of experience in construction, project management and computerized systems development. His project background ranges from industrial, public works and military projects to commercial, residential and medical projects.

Mr. Lewis is a licensed contractor with years of hands-on experience in all phases of construction. Early in his career, in an attempt to bring more precision to the estimating process, he began developing his own computer applications to more accurately reflect the effects of material costs, design choices and scheduling decisions.

The resulting innovative software and systems tools comprise a core competence of A C & E services: Value Engineering— the ability to immediately analyze and/or update project costs and timelines and to determine the day to day as well as the overall project impact of every project decision or revision.

Mr. Lewis' consulting services have included schedule preparation, cost-schedule integration, cost projection and containment, construction performance evaluation and defect inspection and submittal package development.

The software created by Mr. Lewis enables A C & E to provide detailed project planning, monitoring and analysis, ensuring clients cost-effective and timely services and projects.

UNDERSTANDING AND APPROACH:

Project Scope

The Lompoc Public Library is planning to open a new 4,650 square foot branch library that will enable the Library to expand services to children. The new library is intended to provide a special place for children and young people, ages 0 to 14, and their parents and caregivers. It will be located on property given to the City by long-time resident and former Mayor, Charlotte Benton. The project scope includes all site-work, landscaping, sidewalk improvements and new building improvements. The project will be LEED certified Silver.

The work scope shall include performing all work necessary to produce plans, specifications, and cost estimates in order to obtain the necessary permits, solicit bids for the construction, and construct the project. Engage and manage sub-consultants as necessary to complete the scope of services, and be the primary contact for the City related to the work of such sub-consultants. Included are the following services:

1. Meetings with the City related to the project.
2. Compliance with applicable conditions and requirements of the development
3. Preparations of plans, specifications, construction cost estimates and construction schedules to obtain permits and construct the project, including revising such documents as necessary during these processes
4. Architectural professional services
5. Landscape professional services
6. Mechanical Engineering, including HVAC, plumbing, and T24 energy calculations
7. Electrical Engineering
8. Structural Engineering
9. Geotechnical Engineering
10. Site Surveying
11. Civil Engineering
12. Interior Design
13. Permit Applications and processing
14. LEED Certification
15. Bid process assistance including answering question from bidders, attending pre-bid conference, and assisting in preparation of addendums related to changes in the construction documents, and in proposed construction materials or methods
16. Assistance during construction process as needed in order to perform the necessary design revisions, plan revisions, answer questions, and if necessary to visit the site at critical points during construction to assure the satisfactory construction of the facility.
- 17.

Design Intent

The design intent of this project is to develop a cost effective sustainable building that will be an example of sustainable architecture. Emphasis will be placed on interiors that provide a comfortable, safe learning environment for children.

Architectural Engineering Services

Site Inspection and Survey

An initial survey of the site will be performed to verify existing conditions and provide an accurate base sheet for civil, architectural site, and landscape disciplines. A digital copy of the survey will be provided to the City for record of existing site conditions

Geotechnical Report

An update of the geotechnical report will be performed to determine site grading, foundation systems, bearing capacity, and pavement. Copies of the report will be provided to the City for a record of existing soils conditions. The report will be delivered in PDF format for easy reproduction.

Work Plan

Upon establishing the best design solution based on program and aesthetics Ravatt Albrecht and Associates shall produce an accurate set of documents depicting all improvements to be completed including:

1. Design including calculations, drawings and specifications for a children's library
2. Drawings, cut-sheets, calculations etc. for any components requiring engineering
3. Design including calculations, drawings and specifications for all LEED system requiring specific documentation.
4. Coordination with manufacturers of products to be used in construction to ensure compatibility with other products and LEED certification.
5. Drawings will be provided in Autocad 2000i format. Specifications will be in the CSI format with manufacturers standard product information substituted for specifications and materials specified on the drawings as much as possible.

Designs will be conducted using the most current applicable codes and regulations in an effort to guide the design through construction document development and to ensure project regulatory approvals in a timely manner, and to provide the safest and most reliable system to the facility as possible.

Project Deliverables:

- Geotechnical Engineering Report
- Site Survey
- 60% PS&E's for all applicable disciplines, incorporating City comments on previous submittal. If necessary, the consultant shall meet with the City to present the 90% complete design.
- 90% PS&E's for all applicable disciplines, incorporating City comments on previous submittal. If necessary, the consultant shall meet with the City to present the 90% complete design.
- 100% PS&E's for all applicable disciplines, incorporating City comments on previous submittal, and submitted for all necessary permits. If necessary, the consultant shall meet with the City to present the 100% complete design. The consultant shall perform all revisions necessary and coordinate all submittals to obtain the required permits to construct the project.

- Bid Documents - The consultant shall provide to the City all necessary Mylar plans and other reproducible documents and electronic files of the bid document PS&E's for the advertising and bidding phase of the project.

Printing and Reproduction:

For all submittals of multiple copies of PS&E's for this project, the consultant shall coordinate the reproductions and arrange to have the copies delivered to the appropriate City personnel, and may use a City designated reproductions company who can bill the City directly for such work, noting the City project number and project manager on the invoice.

**Preliminary Schedule for Design Development and Construction Document Phase
Atascadero Zoo Entrance and Restroom**

REV 02-08

Task 1: Design Development	5.5 Months
Task A: Orientation meeting	10-Mar-08
Site visit	17-Mar-08
Task B: Define project schedule dates	21-Mar-08
Task C: Obtain NTP and info from City	21-Mar-08
Task D/E: Conduct schematic design assessment	24-Mar-08
Kickoff meeting to provide recommendation for DD documents	24-Mar-08
Focus group session 1 DD	29-Mar-08
First LEED Orientation meeting	14-Apr-08
City staff and Library staff review proposed final interior lay-out	21-Apr-08
Develop Design Development Drawings	21-Apr-08
Coordinate with furniture and interiors	12-Jun-08
Meetings with all disciplines to define scope	30-Jun-08
Prepare DD Documents	30-Jun-08
<hr/>	
Submit Design development drawings	30-Aug-08
Submit Report	30-Aug-08
Prepare Cost estimate	10-Sep-08
Submit LEED points to USGB	10-Sep-08
DD Cost estimate Review	15-Sep-08
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Review meeting with city staff and zoo staff	30-Sep-08
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Task 2: Construction Documents	7 months
Task A: City Acceptance of DD documents and NTP for CD's	1-Oct-08
Task B: Define project schedule dates	1-Oct-08
Task C: Complete Construction Documents	15-Oct-08
Kickoff meeting to provide recommendation for CD documents	1-Oct-08
LEED Coordination meeting	1-Oct-08
<hr/>	
Meet with interiors	1-Oct-08
Meetings with all disciplines to refine scope	1-Oct-08
<hr/>	
Submit construction drawings to City for plan check	1-Feb-09
Submit Report	1-Feb-09
Prepare Cost estimate	1-Mar-09
Submit LEED points to USGB	1-Apr-09
CD Cost estimate Review	1-Apr-09
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City Plan Check	1-May-09
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Project Bid Administration	1-Jun-09
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Project Construction Start	1-Jul-09
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Project Construction Finish	1-Jun-10

RATE SCHEDULE SHEET

RAVATT, ALBRECHT & ASSOCIATES, INC.

Effective January 2007

EMPLOYEE RATES

Principal	\$	130.00
Professional Architect		110.00
Professional Designer / Project Mgr		95.00
Professional Engineer		95.00
Senior CAD		85.00
Drafting/CAD/Clerical		70.00

MILEAGE RATE (REIMBURSABLE) .56 a mile

REPRODUCTION COSTS (REIMBURSABLE)

Copies	\$.20 (8 ½ x 11)
		.25 (8 ½ x 14)
Transparencies		1.00 (8 ½ x 11)
Blueprints		2.50 (24 x 36)
		4.00 (30 x 42)
Mylar Prints		25.00 (24 x 36)
		43.75 (30 x 42)
Cad Plots Bond Paper		5.00 (11 x 17)
		8.00 (24 x 36)
		10.00 (30 x 42)
Color Glossy Paper		15.00 (24 x 36)
		20.00 (30 x 42)
Typesetting, Graphics, Printing		Actual Invoice plus 15%

CONSULTANT FEES (REIMBURSABLE)

The fees charged by all consultants used by our company will be charged at the actual cost plus 15% to cover overhead and administrative expenses.

BILLING AND PAYMENTS

Billing will be made on a monthly basis unless arranged otherwise. Payments are due and payable on presentation. Interest payments at the rate of 1 ½% per month will be charged on balances which are more than 30 days past due.

**STRUCTURAL ENGINEERING
 FEE SCHEDULE
 January 2008**

Staff Type	Rate/Hour
Chief Engineer – Marshall Pihl	145.00
Engineer IV- Robert Lade	110.00
Engineer I – Marcus Wilemon	70.00
CADD Tech. I, II, Support Staff	30.00 - 60.00

Reimbursable Expenses

In-House Reproduction	
Blueprints	\$ 2.00 per sheet
Sepia Mylars	\$10.00 per sheet
Plots	\$10.00 per sheet
Photocopies	\$ 0.20 per page
Color Copies (8 ½ x 11).....	\$ 1.50 per page
Color Copies (11 x 17).....	\$ 3.00 per page
Other Reproduction	Cost + 15%
Fax.....	\$ 1.00 per page
Shipping (UPS, Fed Ex, etc.)	Cost + 15%
Travel by Automobile	\$ 0.56 per mile
Permit Fees.....	Cost + 15%

364 Pacific Street
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NONDISCRIMINATION COMPLIANCE STATEMENT

Ravatt Albrecht & Associates, Inc. hereby certifies, compliance with Government Code Section 12990 (a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Ravatt Albrecht & Associates, Inc. agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age (over 40), marital status, denial of family care leave and denial of pregnancy disability leave.