

ERNEST L. MCCOY, A. I. A.

ARCHITECT

135 HAY BLDG. -- 1612 19TH ST.

BAKERSFIELD, CALIFORNIA

PHONE 3-0120

October 9, 1947

REPORT - ST. PAUL'S EPISCOPAL CHURCH  
BAKERSFIELD, CALIFORNIA

After a careful study of the existing conditions at the present location, and the plans of contemplated building program, I would like to make the following report.

The cost of a structure to encompass the proposed 12 classrooms, four toilet rooms, heating equipment room, social hall, basement, and first and second floors, would be in the neighborhood of \$167,706.00. The structure would have to be of masonry (if built on your present property) because the location of said property is within Fire Zone No. 1 of the City of Bakersfield. If the Board decides to build the structure on the present site, I believe it is only fair to bring to your attention the fact that your Church building does not meet the requirements of the building codes.

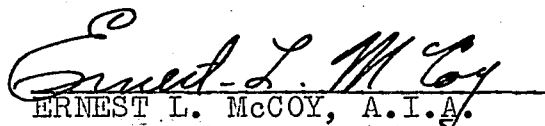
If the Board should decide to remodel, enlarge, or alter the present Church building--and, no doubt, it will entertain such a plan in the future--the City of Bakersfield will require the present structure to meet the code for Fire and Panic Safety and Earthquake Resistance. A rough estimate for this work alone would cost approximately \$30,000.00--and would not include enlarging the present structure.

The total approximate cost of the proposed new construction and the cost to meet code requirements on your present building would be about \$197,706.00. These prices are based on today's prices, of course.

To spend this amount of money on your present site where your boundaries are already set would, I feel, jeopardize your future expansion and growth.

If it was possible to find a new site large enough to take care of any future growth, where a building such as you propose could be built of one-story frame construction on a concrete slab, and contain an edifice large enough to hold your congregation for a cost of approximately \$150,000.00 to \$165,000.00, I would consider this the better program. Then, too, the property at your present location must certainly have a very high value and a potential selling prospect which would, in all probabilities, more than cover any cost of acquiring a new site.

Respectfully submitted,

  
ERNEST L. MCCOY, A.I.A.

**ERNEST L. MCCOY**

**ARCHITECT**

**135 HAY BLDG. -:- 1612 - 19TH ST.**

**BAKERSFIELD, CALIFORNIA**

CONTRACT  
between  
ST. PAUL'S EPISCOPAL CHURCH  
&  
ERNEST L. MCCOY, ARCHITECT, A.I.A.  
for  
A PARISH HALL  
Bakersfield, California

## A G R E E M E N T

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1950, by and between ST. PAUL'S EPISCOPAL CHURCH, a corporation 1520 17th Street, Bakersfield, California hereinafter called the Owner, and ERNEST L. MCCOY, ARCHITECT, 129-30 Hay Building, Bakersfield, California, hereinafter called the Architect.

WHEREAS, the Owner intends to construct A Parish Hall for St. Paul's Episcopal Church and any other construction operations thereunto pertaining as may be expressly added by the Owner, all of the foregoing to be hereinafter referred to as the "Project";

NOW, THEREFORE, the parties hereto do hereby contract and agree as follows:

## W I T N E S S E T H

ARTICLE I. In consideration of the compensation payable from the Owner as hereinafter provided, the Architect contracts and agrees to provide the following professional services:

1. The Architect agrees to attend all necessary conferences, to prepare any necessary preliminary studies, working drawings, specifications, large scale and full sized detail drawings, and will draft necessary proposals and contracts for the construction, and will provide general administration of the construction and supervision of the Project and will see that all operations are performed in such manner as will comply with the State and Federal regulations pertaining thereto. *City* *W.E.M.*

2. The Architect will endeavor to guard the Owner against defects and deficiencies in the work of the contractors, without, however, guaranteeing the performance of said contract. The Architect agrees to inspect and supervise the execution of all the work committed to his control and will personally, or by representative, make as many visits as are necessary to complete said supervision.

3. When requested to do so by the Owner, the Architect will make or procure preliminary approximate estimates on the cost of construction and will endeavor to keep the actual costs thereof as low as is consistent with the purpose of the building with proper workmanship and materials.

ARTICLE II. In consideration of the foregoing, the Owner agrees as follows:

1. It will furnish the Architect a complete and accurate survey of the building site, giving grades and lines of the streets, pavements and adjoining properties, and of the rights, restrictions, easements, boundaries and contours of the building site, and full information as to sewer, water, gas and electrical services.

2. Whenever the Architect shall submit any sketches, documents, drawings, specifications, proposals, estimates or other instruments in execution of his obligations hereunder to the Owner, the Owner will inform the Architect of any decisions that thereupon are required of said Owner in such reasonable time as not to delay the work of the Architect not prevent him from furnishing drawings or instructions to contractors.

3. The Owner agrees to pay the Architect as follows:

(a) Five per cent (5%) Architectural and Engineering fee, hereinafter called the basic rate, computed and payable as hereinafter set forth.

(b) Upon completion of the preliminary sketches; preliminary structural design, preliminary estimate or construction cost, and architectural presentation drawings, a sum equal to twenty-five percent (25%) of the fee, computed upon the basis of the preliminary estimate of construction cost.

(c) Upon completion of general working drawings and specifications (exclusive of full size details) and the approval hereof of the Owner, a sum sufficient to increase payments on the fee to sixty per cent (60%) of the rate or rates of commission arising from this Agreement, computed upon the basis of the preliminary estimated cost of construction.

(d) If bids are received and after due consideration are deemed unadvantageous and are rejected, or, if more than thirty days (30) elapse between the completion of said working drawings and specifications and the Owner does not advertise for bids for the construction of the Project, there shall be due and payable to the Architect a sum sufficient to increase the total amounts paid to said Architect on the fee to Seventy-five per cent (75%) of the fee, computed upon the basis of the preliminary estimate of construction cost.

(e) Upon award of the contract or contracts for the construction of the Project a sum sufficient to increase the total amounts paid to said Architect on the fee to Seventy-five per cent (75%) of the fee, computed upon the total contract cost of construction.

(f) If the Project is abandoned at any time during the progress of the working drawings and specifications and work incidental thereto, the fee shall be determined on the amount of progress made at that time. If working drawings have been completed before the Project

is abandoned, then the Owner shall pay the sum of seventy-five per cent (75%) of the fee based on the estimated cost of the Project.

(g) Upon completion of at least fifty per cent (50%) of the work required by the contract or contracts that are based upon the Architect's working drawings and specifications, as determined and reported to the Owner, a sum sufficient to increase the total amounts paid to said Architect on the fee to Eighty-five per cent (85%) of the fee.

(h) From time to time during the execution of the work and in proportion to the amount of service rendered by the Architect, payments shall be made until the aggregate of all payments made on account of the fee under this Agreement shall be a sum equal to the rate or rates of commission arising from the Agreement, computed upon the final cost of the work to one hundred per cent (100%) of the fee.

### ARTICLE III. Drawings and Specifications.

1. The Owner agrees that all the originals of all preliminary sketches, preliminary drawings, preliminary specifications, architectural data, working drawings, computations, full-size details, specifications, and other documents prepared and/or provided by the Architect under this Agreement are the property of the Architect as instruments of service.

(a) When the bids have been received and, if approved, contracts are awarded, the Architect shall file a complete set of the plans, specifications, and contract documents in the Hall of Records, Kern County, California.

(b) When the working drawings and specifications have been approved, the Architect shall deliver one (1) complete set of working drawings and specifications to the Owner for its permanent record documents. When the contract documents have been approved and executed, the Architect shall deliver one (1) complete set of such documents to the Owner for its permanent record documents.

(c) In addition to the above, the Architect shall provide a sufficient number of complete sets of plans and specifications and any and all addendas thereto (if any) to supply all qualified bidders on the project.

### ARTICLE IV. Right to Inspect.

1. The Owner shall have the right to inspect the work being performed and/or provided under this Agreement as it progresses.

### ARTICLE V. Structural Engineer

1. The Architect shall retain a structural engineer, regularly licensed by law to practice structural engineering

in the State of California, to furnish the complete structural engineering services herein provided for including the preparation of preliminary studies, sketches, computation, specifications and including also the supervision of that portion of the construction work covered by said structural working drawings and specifications.

2. The Architect shall pay said structural engineer for the complete professional structural engineering services herein provided for; the same to be a part of the architectural services provided under the terms of this Agreement.

ARTICLE VI. Supervision and Superintendence of the Work. The Owner may at its option provide and pay for the services of an Inspector who shall be first approved by the Architect, to provide competent, adequate and continuous inspection and/or superintendence of the Project during construction. Said Inspector shall act under the direction of, and be responsible to the Architect and shall represent the Architect and the Owner on the work.

1. The Architect shall provide general supervision of the work and shall be in responsible charge. The Architect and his Structural Engineer (if any) shall inspect the work from time to time as the magnitude and progress thereof may require, and shall visit the work whenever requested to do so by the Inspector (if any).

ARTICLE VII. Certificates of Payment.

1. Accounts of the various contracts or contract for the construction of the building shall be kept by the Architect. The Architect shall examine each application for payment presented by the Contractor or contractors on the work and, when such application is found correct and satisfactory, the Architect shall issue and sign the certificate of payment and forward the same to the Owner for payment.

IN WITNESS WHEREOF the Owner and the Architect have executed this Agreement, the day and year first above written.

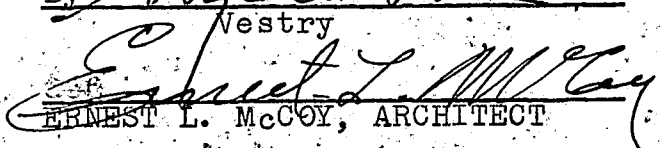
St. PAUL'S EPISCOPAL CHURCH,  
a corporation

By

  
Rector

By

  
Vestry

  
ERNEST L. MCCOY, ARCHITECT