

**Heer Property Acquisition
13th Street Bridge Widening**

**HEARING RECORD
Exhibit 2-B**

June 17, 2003
City Council Meeting

RESOLUTION NO. 02-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
AWARDING THE PREPARATION OF CONSTRUCTION DOCUMENTS FOR
THE 13TH STREET BRIDGE WIDENING PROJECT TO URS GREINER

WHEREAS, the Circulation Element of the 1991 General Plan states that the 13th Street Bridge, Creston, Union and River Roads need to be widened to mitigate the City's traffic congestion, and

WHEREAS, in 1998 a Bond Measure was passed which provided a funding mechanism for the project; and

WHEREAS, several design concepts were investigated; and

WHEREAS, various alternatives were analyzed based on whether the design met congestion relief, public safety and fiscal responsibility; and

WHEREAS, on July 18, 2001, the City Council adopted the final design concept; and

WHEREAS, the City Council directed staff to prepare final construction documents (plans and specifications, environmental clearance and permits); and

WHEREAS, URS, the City's Consultant has submitted a Scope of Work and Fee Proposal.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. That the City Council of the City of Paso Robles does hereby accept the Scope of Work and Fee Proposal from URS Greiner.

SECTION 2. That the City Council of the City of Paso Robles does hereby authorize the City Manager to enter a Consultant Services Agreement with URS to perform the Consultant Services as noted.

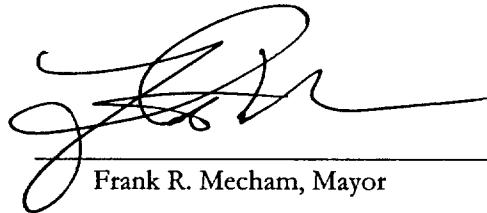
PASSED AND ADOPTED by the City Council of the City of Paso Robles this 5th day of March 2002 by the following vote:

AYES: Heggarty, Nemeth, Picanco and Mecham

NOES: None


ABSTAIN: None

ABSENT: Finigan



Frank R. Mecham, Mayor

ATTEST:



Sharilyn M. Ryan, Deputy City Clerk

RESOLUTION OF THE COUNCIL
OF THE CITY OF PASO ROBLES, STATE OF CALIFORNIA

IN THE MATTER OF:

No. 02-42

Awarding the preparation of construction documents for the 13th Street Bridge Widening Project to URS Greiner

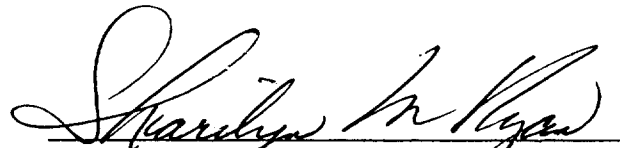
I, Sharilyn M. Ryan, Deputy City Clerk of the City of Paso Robles, certify that foregoing is a full, true and correct copy of Resolution No. 02-42, proposed by Councilmember Nemeth, seconded by Councilmember Picanco, was duly passed and adopted by the Council of the City of El Paso de Robles, at its regular meeting on March 5, 2002, by the following vote:

AYES: Councilmembers: Heggarty, Nemeth, Picanco and Mecham

NOES: Councilmembers: None

ABSTAIN: Councilmembers: None

ABSENT: Councilmember: Finigan


Sharilyn M. Ryan, Deputy City Clerk and
Ex-Officio Clerk of the City Council



Scope of Work

We have prepared this scope of work for finalization of the project design and construction support services for the 13th Street Salinas River Bridge Widening and Adjacent Roadways Realignment. This work program is based on the requested services to date, the progress made on the City Council approved project concept and augmented by our understanding of the project requirements. The URS team consists of URS and subconsultant services and all subconsultant scopes of work are hereby included by reference as a part of this scope of work. The following is the anticipated services outline:

Task 1 Project Management and Coordination

This task addresses the on-going coordination of the PDT, affected agencies, the various project delivery tasks, design staff, subconsultants and client communication needs. The project schedule, task budgets, invoicing and production progress will be tracked to ensure timely monitoring and reporting of progress to the City. Please note that the scope of services budget included with this submittal consists of estimated individual task budgets and that these may vary within the total estimated budget for this work. This task includes attendance at up to 10 Progress/Presentation meetings in City Offices with City staff or other interested parties. A critical path schedule will be prepared in MS Project and distributed at the Kick off meeting to gain consensus on project milestones, anticipated progress timeframes, submittal dates and agency review schedules.

The internal URS project management plan will be re-written and approved by the Principal-in-Charge. The plan addresses the project scope, schedule, budget, staffing for work products, supervisory reporting, client contact information and scheduling of deliverables and QA reviews. This plan is prepared at the onset of the project and an internal URS team meeting is held to assure clear understanding of project goals and requirements by staff members.

Task 1 Deliverables

- General PDT Coordination and Administration
- Attendance at up to ten (10) One Day Progress/Presentation Meetings
- Meeting Notes And Exhibits
- Invoicing and Budget Tracking
- Project Schedule Updates

Task 2 Final Design Kick-Off Meeting

A Final Design Kick-Off meeting will be coordinated by URS to discuss the approved project configuration for the proposed widening of 13th Street, the modifications of the realignment and widening of the adjacent roadways east of the bridge, the design concept, work tasks, and deliverables for the overall project. URS will arrange for and conduct a meeting with the affected members of the PDT (Project Development Team). Key personnel and sub-consultants will be present and ready to address specific design issues. Exhibits will be prepared to aid in identifying and discussing key issues.



Task 2 Deliverables

- Attendance at a Kickoff Meeting
- Meeting Agenda and Notes

Task 3 Surveys and Right of Way Engineering

This task is a summary of the detailed Vaughan Surveys scope of work dated 2/5/2002, which is hereby included by reference. The current topographic mapping will be extended to provide approximately 100 meters of additional coverage at the currently identified conform points at; South River Road, Creston Road, North River Road, and at the Union Road/Riverglen intersection. This aerial topography will be tied to the existing mapping and into the City benchmark system (established by Vaughan Surveys in the summer of 1998). An updated ortho-rectified and high-resolution digital aerial photograph will be provided with the new mapping that can be used in the design work. This photographic mapping will also provide a vivid background for the design line work that the City Public Works Department may use for internal planning or for presentation exhibits.

Additional field surveys will be performed along the project corridor to augment the aerial topography and to assist in the detailed design for the widening. This scope assumes a three person survey crew will be required for up to five (5) days of field time and up to three (3) days of office time for a Professional Land Surveyor (PLS). Sewer manholes will be surveyed to identify vertical elevations of both lids and flowlines at up to ten locations. Fieldwork will be accomplished using state approved traffic control safety procedures and equipment. Previously prepared Right of Way delineation shall be superimposed onto the new topographic mapping. No additional Right of Way delineation or parcel takes are anticipated. The previous preliminary design phase defined the need for fifteen permanent or temporary legal descriptions or exhibits. It is anticipated that the currently identified delineation may require refinement and up to one revision of each of these documents is included in this task.

Task 3 Deliverables

- Additional Topographic Base Mapping, in Metric Units
- Orthorectified Digital Photograph
- Digital Terrain Mapping
- Survey Control Sheet
- Survey Notes and Calculations



Task 4 Environmental Technical Studies, Reports, Document and Permits

The environmental review and documentation for the project has been expanded to account for additional review due to the revised project limits. The following is a breakdown of the anticipated subtasks:

Task 4.1 - Prepare Technical Studies

URS anticipates that a Negative Declaration be prepared for the proposed project. The proposed scope of the technical reports include:

Biology: Assess and map the wetlands along the river. Consider any potential endangered species impacts, specifically the southern steelhead and red-legged frog in the Salinas River. Calculate the acreage of impacts on biological resources. Consider mitigation to minimize the impacts.

Archaeological Resources: Conduct a site record and map search for previously recorded cultural resources in the vicinity of the Project. Conduct a systematic pedestrian survey of the APE. Summarize the results of the research and survey in a stand-alone Phase 1 Archaeological report.

Noise: Conduct noise measurements in the field. Produce a noise impact analysis in which predicted noise levels from the Project will be compared to existing noise levels. Compare noise analysis with the appropriate noise standards, and produce a noise report. Specifically address noise impacts on residences facing affected roadways.

Air Quality: Produce an emissions inventory of the current emissions at the project site. Conduct CO "hot spots" modeling, using the CALINE 4 model based on new traffic volumes and idling times at the intersections. Estimate construction emissions..

Hazardous Materials: Complete a site reconnaissance and site history to evaluate current Project site conditions with respect to potential for contamination within the Project area. Conduct a records review using Environmental Data Resources (EDR) to provide information on current and past property usage within the Project APE. Inspect the four structures to be removed for evidence of asbestos and lead in building materials, stored materials, disposed materials, and onsite industrial processes. Produce a report on the status of asbestos and lead with recommendations on remediation and disposal.

Land Use: Assess and summarize the current land use(s) within the Project APE. Map residences, businesses, etc. in the APE. In addition, consider the City and County policies consistency with the land use proposed by the Project.

Visual: Review air photos and engineered plans for the Project. Photograph the current Project area. Assess visual impacts. Assess visual impacts due to new cut and fill slopes, street lights, tree removal, and highway landscaping.

Geology: Assess soil erosion and sedimentation potential associated with the project. Study topographic features and land disturbance associated with the Project and assess the potential for



degradation of water quality. Mitigate any impacts to a less-than-significant level through implementing a comprehensive erosion control/revegetation program.

Water Quality: Review past hydrology study and assess potential flow modifications and stormwater impacts. Specifically address potential increase in stormwater pollution to the Salinas River from new paved surfaces and increased traffic volume. Identify Best Management Practices to reduce pollutant loading through bioswales and roadside detention. Assess temporary erosion and sedimentation impacts during bridge construction activities.

Traffic: Associated Transportation Engineers (ATE) will produce a traffic report. The report will assess current and predicted traffic levels and will provide traffic management recommendations for routing traffic during construction.

TASK 4.2 Draft Environmental Document

Type of Environmental Document: We believe that a Negative Declaration would be the appropriate Environmental Document based on our understanding of the project to date, and the reasons listed below:

Impacts to visual resources (i.e., a wider bridge over the Salinas River and realigned arterial roads) can be effectively mitigated to less than significant levels.

Noise, traffic, and air quality impacts would be less than significant because of they would be temporary and localized.

No cultural resources or hazardous wastes will be impacted. No farmlands would be removed. No geologic hazards would be encountered or created. No substantial alterations to drainages would occur.

No significant impacts to endangered species or wetlands are anticipated at this time.

The impacts to oak trees can be mitigated to less than significant.

Oak trees removed by the project can be mitigated by replacing the trees in accordance with local and state standards for replacement ratios and propagation methods. The replacement of trees is usually considered sufficient to reduce tree impacts to less than significant levels.

We recommend that the City of Paso de Robles (City) proceed with a Negative Declaration as the appropriate Environmental Document. If any significant impacts do become apparent as a result of URS or any other studies that cannot be mitigated, we would produce an EIR for the Project.

It is our understanding that NEPA compliance is not required for the proposed project.



Contents of Initial Study/Negative Declaration

URS will prepare an Administrative Draft Initial Study/Negative Declaration for submittal to the City following the general format used in previous City Negative Declarations, unless otherwise directed. The most recent City sample environmental checklist will be used. The Administrative Draft IS/ND will be a bound document with text, maps, and appendices. It will be a concise document, organized and written to be highly readable. The document will be designed to be circulated and will include the following elements (as applicable):

- Cover
- Draft Negative Declaration sheet
- Project Description
- Environmental Checklist (environmental setting, impacts, and mitigation)
- List of Contacts
- List of Preparers
- Data Sources
- Appendices (maps, sites photos, correspondence, oak tree restoration plan, etc)

The environmental analysis will be presented as narratives following each checklist topic, with the following subheadings: Environmental Setting, Impacts, and Mitigation Measures. The IS/ND will address impacts of any alternatives that are considered feasible in the Project Report. Mitigation measures will be described in sufficient detail to provide the basis of determining that no residual significant impacts would occur.

Task 4.3 Public Comment and Circulation

Mailing List:

URS will prepare a distribution list for mailing the Draft Initial Study/Negative Declaration, and other notices. The list will be approved by the City and will include local, state, and federal agencies. It may also include key landowners, environmental groups, and local community groups. URS will update the list as necessary throughout the project.

Prepare Notices:

URS will prepare Notices of Availability of the Draft Initial Study/Negative Declaration and City or County hearings on the project for the local newspapers.

Prepare Notice of Intent:

URS will coordinate the publication of the Notice of Intent to Adopt a Final IS/ND in local newspapers and at the County Clerk.



Produce Draft IS/ND:

URS will deliver 20 copies of the Draft IS/ND to the City of Paso de Robles (City) for mailing to interested agencies and other parties for review and comment. URS will also provide 20 copies of each technical report.

Assist with Public Hearing:

URS will assist the City in planning and executing the public meeting on the Draft IS/ND and on the adoption of the Final ND/IS. We may prepare oversized maps and handouts, if required. We will make presentations, take minutes, and record public questions and comments.

Prepare Responses to Comments:

Upon receipt of comments on the Draft IS/ND, we will assign each comment letter an alphabetic symbol and each comment will be individually numbered. We will identify substantive comments and prepare a summary of these comments for discussion with the City. At a meeting with the City, we will discuss the recommended approach for each major response. We will prepare an administrative draft of the Final IS/ND, including responses to comments, for review by the City.

Prepare Final Responses:

Upon receipt of comments from the City, we will prepare final responses to comments.

Task 4.4 Final Environmental Document

Prepare Final IS/ND:

URS will prepare the Final IS/ND with notations indicating changes in the text of the document, and with an appendix presenting letters of comment and responses to comments.

Copies of Final IS/ND:

URS will prepare 20 copies of the Final IS/ND for submittal to the City for distribution. An electronic version in both Word and Adobe pdf format will be provided of the entire document.

Notice of Determination:

URS will assist the City with the preparation and filing of the NOD after the project has been approved by the City.



Task 4.5 Mitigation Monitoring and Reporting Plan

Prepare MMRP:

URS will prepare a Mitigation Monitoring and Report Plan (if necessary) for adoption by the City at the time that the project is approved. The plan will be presented in a matrix form. It will contain the following columns: Mitigation measure, timing of mitigation implementation, entity responsible for mitigation, method of monitoring and reporting, and timing of reporting. The plan will also include an introductory narrative describing the project and plan terms.

Task 4.6 Permits

Construction at the bridge will require work in the Salinas River channel, including installation of piers, establishment of temporary construction access, and temporary dewatering and stream diversion. These activities and the placement of new structures in the riverbed will require the following three approvals:

- Streambed Alteration Agreement under Section 1601 of the Fish and Game Code, from the California Department of Fish and Game (CDFG). This approval is required for any work in a stream or river. It involves the submittal of a brief application, on-site negotiation with CDFG representatives on measures to protect habitat and sensitive species, and execution of a mutually acceptable agreement within 30 days of submittal.
- 404 permit from the Corps of Engineers. There are several variations of this permit. Large project require an "individual permit," which involves issuance of a public notice, an agency and public review period, and a rigorous evaluation of the proposal to ensure compliance with 404 regulations to protect wetlands and to utilize the least damaging alternative. The individual permit process often requires 9 – 12 months to complete. For smaller projects, such as the bridge widening, there are several nationwide permits that would be applicable. These permits only require a confirmation process with the Corps without public review, typically requiring only 60 – 90 days.
- 401 water quality certification or waiver by the Regional Water Quality Control Board (Regional Board). This approval is required in order for the 404 permit to be valid. An application and fee are submitted to the agency with information about measures to protect water quality in order to demonstrate compliance with the Central Coast Basin Plan. This process usually requires 60 – 90 days.

The Salinas River at the 13th St. Bridge contains flow and aquatic habitat during portions of the year, and supports riparian scrub and woodland. The habitats present at the bridge are not unique, but are protected under various state and federal policies and regulations regarding wetlands. The aquatic habitats at the bridge may support several sensitive species, such as the western pond turtle, red-legged frog, and several seasonal breeding birds. In addition, the endangered steelhead trout may, on rare occasions, migrate through the area to and from upstream locations near Santa Margarita. Measures to avoid impacts to these species during construction must be addressed in the permit applications. Our permit assistance work would involve the following tasks:



1. Prepare draft applications to the Corps, CDFG, and Regional Board for review by the County and Caltrans. The application will include a description of the project, wetland delineation, description of the impacts to riparian resources, and a mitigation plan. All permit fees, such as for the CDFG and Regional Board application, are to be paid by the City. Information included in the applications would be derived from the NES and IS/EA studies. In addition, we would prepare more detailed information for the applications concerning post construction restoration and construction erosion/sedimentation control (e.g., construction BMPs). The applications must include sufficient information about the occurrence of the endangered southern steelhead in order to allow the Corps to conduct an endangered species consultation with the National Marine Fisheries Service. The NES will describe the occurrence of the steelhead at the project (e.g., periods of adult upmigration and downstream migration by smolts).
2. Conduct any follow-on consultation or meetings with the agencies to ensure timely evaluation and issuance of permits. This task may include a site inspection with CDFG.
3. Review issued permits and incorporate any special conditions into the final PS&E.

Task 4 Deliverables

- Technical Environmental Studies
- Draft ND
- Final ND
- Mitigation Monitoring Reporting Plan
- CDFG, ACOE & RWQCB Permit Applications

Task 5 Hydraulic Study, Drainage Report & CSWPPP

The design team will use City, FEMA, County and other relevant data to compare the previously defined site assessment of the channel hydraulics and surface drainage systems to the current design configuration. The extended aerial mapping along the Salinas River and the US Army Corp of Engineers' HEC-RAS computer program was used in the preparation of a Bridge Design Hydraulics Study. This study will address freeboard, scour and bank protection details for the bridge crossing and the potential changes to the bank conditions as they relate to the grading defined by the project. A Roadway Drainage Report will discuss existing surface drainage systems, collection of additional surface runoff and the National Pollution Discharge Elimination System Best Management Practices (NPDES BMP's) requirements for treatment. A Conceptual Storm Water Pollution Prevention Plan (CSWPPP) will be prepared to define potential treatment options. The drainage calculations and backup documentation will be included in the project files. For additional information, please see WRECO's detailed scope of work included as an attachment.

Task 5 Deliverables

- Bridge Design Hydraulic Study
- Roadway Drainage Report
- Conceptual Storm Water Pollution Prevention Plan



Task 6 Geotechnical Services

The URS Geotechnical Engineers have prepared and conducted a peer review of the Foundation Report and Log of Test Borings (LOTB) sheet for the bridge design analysis. The project has expanded significantly and will require additional field investigations and a “stand-alone” additional report for the construction of walls, roadway embankments, cut slopes and roadway structural section design. The following is the anticipated efforts for the project geotechnical investigation and design;

URS geotechnical staff will conduct site-specific geotechnical investigations for the proposed roadway improvements. The studies will explore the nature and distribution of subsurface materials and conditions in order to identify geotechnical issues and provide appropriate design criteria for constructible alternatives. The elements to be addressed in this study are shown on preliminary plan, layout and profile sheets by URS Corporation (dated January 2002). They include:

Approximately 1,300 linear meters of roadway widening, realignment and/or reconstruction including:

- Union Road, Station 20+00 to 24+32±, a total of 432 lm, including fills of up to 3±m thickness and cuts of up to 2±m thickness.
- Creston Road, Station 53+80± to 56+00, a total of 220 lm, including fills of up to 0.5±m thickness.
- South River Road, Station 16+80 to 20+00, a total of 320 lm, including fills of up to 2±m thickness.
- North River Road, Station 10+00 to 11+20±, a total of 120 lm, including cuts of up to 4.5±m thickness and fills of up to 1±m thickness.
- 13th Street, Station 51+16± to 53+80± (minus the bridge interval), a total of 115 lm, including fills up to 3±m and reconstruction of bridge approach fills.
- New Cul-de-sac off Creston Road, Station 10+00 to 10+75, a total of 75 lm, including cuts of up to 2±m thickness.

New retaining walls as follow:

- 13th Street, Station 51+60±, left: Extension of Abutment-1 wingwall to the north of the new bridge over the Salinas River.
- South River Road, Station 19+05± to 19+30±, left: Bike path and roadway retaining walls below new fill adjacent to existing maintenance building.
- Union Road, Station 20+95± to 21+20±, left: Roadway retaining wall below new fill adjacent to existing commercial structure.
- Union Road, Station 22+36± to 23+53, right: Roadway retaining wall below new fill adjacent to an existing ravine.
- North River Road, Station 10+10± to 11+20±, right, Roadway retaining wall below new cut.



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- Northeast corner Creston Road and Union Road including Creston Road, Station 53+95± to 54+70±, left and Union Road Station 20+15± to 20+75±, right: Roadway retaining wall below new cut adjacent to residential property.
- Creston Road, Station 55+10± to 56+00, left: Roadway retaining wall below new cut adjacent to residential property.

Each wall is expected to be either a soldier-pile bulkhead wall, a cast-in-place concrete cantilever wall, or Keystone® type block wall, though other alternatives will be examined if necessary.

Mass grading of lots in the northwest quadrant Union Road and 13th Street including new fills of up to 3±m thickness.

Mass grading of lots in the southwest quadrant of South River Road and 13th Street including new fills of up to 3±m thickness.

Basic geotechnical tasks to address project elements as outlined above include:

Permit Acquisition: Several permits and/or rights-of-entry may be required to perform field-investigation for the project. They include encroachment permits from, the City of Paso Robles and a boring permit from San Luis Obispo County Department of Environmental Health. From the date of authorization to proceed, about one or two weeks may be required to secure all permits for fieldwork.

Field Exploration: Existing subsurface information generated for earlier study in the project area is considered relevant and will be re-used to the fullest extent possible. Approximately 5 additional test borings ranging from 2±m to 12±m depth are proposed to address new project elements. Test borings will be drilled and sampled on 1.5-m intervals to collect samples for visual classification and laboratory soils testing. The test borings will be supplemented by means of surface reconnaissance of exposed soils and geologic conditions.

Access to drilling locations is assumed to be achievable by means of typical truck-mounted drill equipment. No lane closures are anticipated as a part of drilling operations, but typical warning signs and traffic cones will be necessary for drilling locations adjacent to traveled-way.

Our geotechnical staff will coordinate encroachment permits and environmental drilling permits with the City of Paso Robles, and San Luis Obispo County. URS will field mark proposed boring locations and notify Underground Service Alert (USA) as to drilling operations so that underground utilities will be marked prior to drilling.

The encounter of hazardous materials is not anticipated at the site. The scope of work specifically excludes study or evaluation of the nature or distribution of hazardous or toxic materials.

Laboratory Soils Testing: Laboratory strength and classification testing will be performed to supplement field studies. Testing on “undisturbed” samples is anticipated to include moisture content, dry density, unconfined compressive strength and corrosivity tests. Tests on bulk samples are expected to include gradation/plasticity, maximum dry density, and corrosivity, as necessary.



Roadway structural section design will be based in-part upon five Stabilometer "R"-value tests performed during previous exploration.

Geologic and Seismic Hazards Evaluation: Information developed from field and laboratory-testing studies will be used to characterize the site soil profile. Information from published literature will be used to identify significant geologic hazards and seismic sources in the region. The combined information will be used to provide basic site seismic parameters for design of walls.

Geotechnical Design Report (Roadway Materials Report)

The written report will summarize geologic and seismic hazards (per above), provide test boring logs and results of laboratory soils testing and will present conclusions and recommendations for project elements as follows:

- Soils and groundwater conditions exposed in the field and encountered in test borings,
- Stability of planned cut slopes,
- Stability of planned fill slopes,
- Anticipated excavation conditions,
- Preparation for site grading,
- Preparation of subgrade for embankments and pavement sections,
- Placement of engineered fill,
- Anticipated shrinkage factors as well as clearing and grubbing losses for mass grading operations.
- Requirements for quality of new fill and retaining wall backfill,
- Placement of retaining wall backfill
- Requirements for new flexible pavement structural sections,
- Placement of pavement structural section materials,
- Recommendations for use in design and construction of soldier pile, cantilever and/or block retaining walls, and
- Recommendations for subdrainage of cuts, fills and roadway sections, if necessary.

Task 6 Deliverables

- A Bridge Foundation Investigation Report
- A Log of Test Borings Sheet
- Draft Geotechnical Design Report (Materials Report)
- Final Geotechnical Design Report (Materials Report)



Task 7 35% Plans and Estimate

Preliminary roadway plans will be prepared to the 35% level of completion by the URS team. These plans will be prepared on plan border sheets and will show the basic project concepts and items of work. The project scope assumes that the City will allow construction staging that will temporarily close access to the Union Road and South River Road during stages of construction, particularly where profile changes are planned. Detours and durations of the construction stages will be discussed with the City to confirm acceptability of conceptual staging and detours. Temporary traffic signals are not anticipated to be required within this scope. Anticipated plan sheets include:

Description	Content
Title Sheet	Location map, limits of work
Control Diagram	Found monuments, basis of bearing
Typical Cross Sections	Pavement sections/ widths, side slopes
Layout Sheets	Plan and profile alignment data, construction items of work, R/W delineation
Superelevation Sheets	Superelevation Diagrams
Construction Staging	Conceptual work areas
Construction Area Signs	Sign types and locations
Drainage Plan	Proposed layout of new and existing drainage facilities
Utility Plan	Existing utility locations color coded to USA legend
Pavement Delineation	Striping limits and callouts

Landscape architectural services on the URS team are to be provided by Joni Janecki & Associates (JJA). JJA will prepare a "Schematic Rendering" of the landscaping for the project for City review and comment. This will be a site plan showing the design intention and proposed plant species with estimate of cost range. This submittal will be independent of the 35% plans submittal date and the direction received from the City shall be the basis for the future detailed design of landscaping on the project. This is a summary of the JJA scope of work (hereby included by reference) for this phase of services.

The bridge design was prepared beyond this level of completion as part of the preliminary phase. This effort included a thorough review of the available bridge and site data and multiple field reviews to compare field conditions to those depicted in the various documents. The "As-Built" data used in our analysis and design includes the benefit of coordination with the Design Engineers of the retrofit contract as well as the Resident Construction Engineer on the previous retrofit contract. Conditions, constraints, access, soil conditions were noted. As part of the "reinitiation" of the project, contact with utility owners will be documented to include any relocation, expansion of service or other concerns (City Sanitary Sewer, Telecommunications conduits, stream gauges, etc...) for inclusion in bridge design documents.



Wall design will be initiated in this task and layout limits will be shown on the plans with conceptual elevations included. A letter report will be generated to identify potential aesthetic treatments to wall for the project. Some walls may be desired to include artwork in the finish. This letter report will discuss the potential for artwork finishes on the large walls specifically on Creston Road. Artwork and the activities associated with addition of that work into the PS&E is not currently included in the scope of services.

Task 7 Deliverables

- Schematic Landscape Plan
- 35% Plans, 3 Copies
- 35% Engineers Estimate of Construction Costs, 3 Copies

Task 8 Utility Coordination

URS is fully prepared to provide utility coordination services in a teaming approach with City staff. We use a three step approach to ensure that the project design process identifies potential utility conflicts; keeps the City and the utility service providers informed on project design issues that could affect existing or proposed services; and that the maximum amount of notice is given for potential relocation activities.

Our utility coordination process is both simple and effective. Initially, utility service providers and their contact people are identified, URS will use a City provided standard utility contact list and anticipates to include the previously identified City and company contacts. Underground Service Alert (USA) will be contacted to determine subscribing utility providers in the project area. Utility coordination will include a delineation of utilities that are anticipated to be relocated if the information is available. This scope, however, does not include the detailed design of utility relocations. The following is a brief description of the process:

Utility "A" letters had been sent out to the utility service providers at the beginning of the project, these will be updated and new letters sent to confirm current status. The "A" letters typically provide a description of the proposed project/mapping of the area and request verification of utility locations within the project limits. The information received is office verified (compared to identified facilities and discussed with utility representatives) and digitized onto the project base mapping. URS will further work with the City survey group for utility identification and verification. The City shall be responsible for identification of City owned or operated facilities.

Utility "B" letters are typically sent when the design plans have been prepared to the 65% level of completion. These letters request final utility relocation design from utility agencies affected by the project and may initiate negotiations of schedule or cost concerns if applicable. Layout and/or Utility plans usually accompany these transmittals.



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Utility "C" letters are typically prepared when the design is finalized and all known utility conflicts have been verified. These letters also serve as a Notice to Owners to relocate.

In the Preliminary Design Phase the initial coordination with utility services will include the confirmation of existing utilities at the site and their contacts. These determinations will be made with the assistance of City staff, through URS team members, review of As-Built plans and by initial contact with USA. Utility "A" letters will be prepared and sent to the various identified utility owners

URS will prepare Utility "B" letters when the plans have been prepared to the 65% level of completion. Utility service providers will be contacted and if a conflict exists a relocation design and construction schedule will be requested. Please note that utility facility design services are specifically excluded from this scope of work.

Utility "C" letters are prepared when the design is finalized (to the 100% level) and all known utility conflicts have been verified. Please note that this does not necessarily imply that all field conflicts have been identified or that resolution of known conflicts between the City and the utility provider have been finalized. However, these letters serve as a Notice to Owners to relocate prior to construction of the City project.

The progress and status of the utility coordination for the project will be tracked via the use of our standardized forms and a copy will be provided to the City at each of the letter transmittal stages.

Task 8 Deliverables

- Utility "A" Letters and Utility Information Forms
- Utility "B" Letters
- Utility "C" Letters
- Utility Coordination Tracking Form



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AND ADJACENT ROADWAYS REALIGNMENTS

Task 9 65% Plans, Specifications and Estimate (PS&E)

Project plans will be prepared to the 65% level of completion by the URS team. These plans will be developed based on our knowledge of the site and the comments received from the City review of the 35% plan. Under this task the URS team will revise the proposed alignment modifications and general design details for the widening and realignments. At this stage it is anticipated that the conceptual improvements have been completely identified and that no new project revisions are to be incorporated. The URS team will prepare the following anticipated roadway design plan sheets:

No. Of Sheets	Description
1	Title Sheet
1	General Notes
1	Control Diagram And Key Map
1	Typical Cross Sections
5	Layout Sheets
2	Superelevation Sheet
2	Construction Details
1	Contour Grading
2	Drainage Plan, Profiles, & Details
2	Utility Plans
4	Construction Staging, Traffic Handling Plans
2	Storm Water Pollution Prevention Plan
1	Construction Area Signs
2	Pavement Delineation and Signing Plans
3	Retaining Wall Plan and Details
2	Planting Plans
3	Irrigation Plan and Details
2	Erosion Control Plan and Details
5	Signal & Lighting Plans

Roadway design work will be in accordance with the City Standard Details and Specifications dated March 1995, Caltrans Highway Design Manual (Fifth Edition), and AASHTO guidelines. Design will be performed using the existing AutoCAD mapping, as supplemented by additional field surveys. All files will remain in AutoCAD LDD format. Plan submittals will be half size (11"x17") hard copies and a full size original plot.

URS will also review and prepare Bridge Checked Plans to the 65% level of completion. The bridge plans, specifications and estimate will be prepared in accordance with the current edition of the following Caltrans manuals:

- Information and Procedures Guide
- Memo to Designers
- Bridge Design Details
- Standard Specifications
- Bridge Design Specifications
- Bridge Design Aids
- Standard Plans



CITY OF EI PASO DE ROBLES
73th STREET SALINAS RIVER BRIDGE WIDENING
AND ADJACENT ROADWAYS REALIGNMENTS

It is anticipated that the plans will include the following sheets:

No. Of Sheets	Description
2	General Plan
1	Foundation Plan
1	Pile Densification Details
2	Abutment Layouts
3	Abutment Details
1	Pier Layout
2	Pier Details
1	Typical Section
1	Girder Layout
1	Girder Reinforcement
1	Girder Details
1	Deck Reinforcement
1	Soffit Reinforcement
1	Removal Details
2	Utility Details
1	Plaque Details
1	Concrete Barrier Modifications
1	Railing Details
1	Hinge Details
2	LOTB

After the bridge is designed and drafted, URS will perform a verification on the independent check of the design in accordance with Caltrans Memo to Designer 1-3. Two independent sets of quantity take-offs will then be prepared and checked within the tolerances defined in the Caltrans Bridge Design Aid 11-25. Bridge special provisions, specifications, marginal estimate of construction cost and Suggested Working Day Schedule will be prepared in Caltrans format. All documents will be signed and sealed as appropriate by a California registered engineer.

The Draft Technical Special Provisions shall be prepared for the project using the latest version of the Caltrans Standard Special Provisions and Standard Specifications. These provisions will be the foundation for the final submittal. It is anticipated that the URS team will compile the technical portion of the special provisions for the project and that the City will be responsible for incorporating those into the standard City "boiler plate" or "front end" documents.



Task 9 Deliverables

- 65% Plans, 3 copies
- 65% Draft Technical Special Provisions, 3 copies
- 65% Engineers Estimate of Construction Costs, 3 Copies
- Bridge Design Calculation, 1 Copy
- Bridge Independent Check Calc's, 1 copy
- Bridge Quantity Calc's, 2 sets
- Independent Bridge Quantity Check, 2 sets
- Suggested Working Day Schedule, 1 Copy
- QC Statement and Checklist

Task 10 100% Draft Plans, Specifications and Estimate (PS&E)

After receipt of written City comments on the 65% submittal, URS will review the comments and arrange a meeting with City reviewers to discuss the comments. URS will then produce meeting minutes to document and confirm the inclusion, or resolution of the comments. The design will continue based on the direction defined within the 65% comments review meeting to a 100% PS&E status. At this stage, it is assumed that all design alternatives and concepts will have been fully defined and approved by City staff.

A Construction Items List will be prepared using current City Item descriptions, supplemented by Caltrans item descriptions as necessary. Project specific Technical Special Provisions (Specifications) will be prepared which will reference the March 1995 City Specifications, the July 1999 edition of the Caltrans Standard Specifications and be supplemented by current Caltrans Standard Special Provisions (SSP's). Unit cost data will be defined using current cost data for projects within the County of San Luis Obispo, the Caltrans 2000 Contract Cost Data, City and State "As-bid" information for similar items from other projects, and by contacting contractors and manufacturers as required. Using the Items List and the unit cost data, an Engineers Opinion of Probable Construction Cost (Estimate) will be prepared in the Caltrans BEES (Basic Engineers Estimating System) format. A Suggested Working Days Schedule and Materials Information Handout will be prepared.

Design work will be in accordance with the previously listed design criteria. Plan submittals will be half size (11"x17") hard copies and a full size original plot, or as requested by the City Engineer.

Task 10 Deliverables

- Attendance at a 65% Review Meeting
- 100% Draft PS&E, 3 sets
- Suggested Working Days Schedule, 3 copies
- Materials Information Handout, 3 copies



Task 11 Final Plans, Specifications and Estimate (PS&E)

In this task, final comments received are expected to be minor in nature. After receipt of written City comments on the 100% Draft PS&E submittal, URS will review the comments and arrange a teleconference with City reviewers to discuss the comments. URS will then produce a conversation confirmer to document the inclusion, or resolution of the comments. The design documents will be revised to a Final PS&E (100%) status.

The quantity calculations will be finalized and checked, and the Cost Estimate will be revised accordingly. Technical Special Provisions will be finalized to correspond to changes in design pay items and quantities (as applicable).

Task 11 Deliverables

- Final Plans, 1 Reproducible signed set, 3 bond sets
- Final Technical Special Provisions, 3 hardcopy sets/1 electronic copy
- Final Cost Estimate, 3 hardcopy sets/1 electronic copy

Task 12 Resident Engineer File

The Resident Engineer (RE) File will be prepared and submitted under this task. URS will follow the guidelines in Appendix GG of the Caltrans Project Development Procedures Manual (as applicable) for the preparation of the RE file. Items to be furnished may include, but not be limited to the following:

- Environmental Document
- Project Concept Approval Documents
- Cross sections
- Drainage Report
- Foundation Report
- Materials Report
- Quantity Calculations
- Coordinate Geometry Calculations
- Contact Lists
- Pertinent Project Correspondence
- Monumentation Data
- A Reduced Copy of the PS&E Submittal
- Traffic Analysis/Requirements
- Right of Way Documents
- As-Built Information
- Design Memo's to RE

Task 12 Deliverables

- One Resident Engineer File



Task 13 Independent Quality Assurance Program

This is an on-going task that is scheduled to be performed immediately prior to submittals. URS implements a review of the project documents by a senior level engineer that is not involved in the project design. This review is in addition to the "in-house" reviews by supervisory personnel. The URS Quality Assurance Manual outlines a systematic approach to the review of project documents prepared by company personnel. Each office has a Quality Assurance Officer whom is responsible for the periodic audit of project files to ensure adherence to QA procedures and to assist in the documentation of QA processes. A corporate staff member additionally periodically spot audits project files to assure compliance with the mandated plan that is to be established as part of the project initiation.

Task 13 Deliverables

- QA Program & Reviews (due to the proprietary nature of these procedures either an "In-House" or client walk through review of the procedures is available if requested)

Task 14 Bidding Support Services

This work plan and budget estimate for bidding assistance and construction assistance are opinions of probable requirements only and shall be refined with the City upon completion of design. Furthermore, due to the indeterminate nature of the requirements for this task, additional efforts beyond those estimated in the contract may be provided on a time and materials basis as approved by the City.

Bidding Assistance

The design team will answer construction-related questions from prospective bidders. This includes:

- Responding to written questions in a "General Response to Bidders Questions"
- Attending a Pre-Bid Meeting and Distributing the "General Response to Bidders Questions"
- Bid Evaluation (if requested)
- Review of Bidders References (if requested)

Task 14 Deliverables

- Preparing a "General Response to Bidders Questions" Letter
- Attendance at one Pre-Bid Meeting
- Bid Evaluation or Bidder's Reference Checks



Optional Additional Support Services

The following services have been determined as potential additional services, if requested by the City. This list is not included in the anticipated Scope of Work and associated budgets. This list is representative of potential services required for the project but is neither all encompassing nor a specific recommendation by URS.

Public Relations Services and Workshops

We've worked with the City to develop public presentation of the design concept and would be available to continue and expand upon these services by preparing newsletters, press releases, coordinating public workshops, etc...

Right of Way Appraisal/Negotiation Support Services

URS has successfully teamed with local (San Luis Obispo County) right of way appraisal and negotiation specialists for public works projects. As a past and current valued business associate, Bob Tarvin is a valuable and known Project Development Team member for local agencies and transportation projects on the Central Coast. URS and Tarvin and Associates would be available to work with the City in providing right of way support services beyond the engineering documents.

Construction Design Support

Though these services are not currently included in this scope, the design team will be available to answer construction related questions for construction administration. This may include:

- Responding to questions in a "Conversation Confirmation" or "Memo" format
- Attending a Pre-Construction Meeting
- Provide Construction Details Review (shop plans)

This work plan specifically excludes construction inspection, construction staking and materials testing. URS will be available to provide these services as well as preparation of As-Built drawings (assuming that a neat and legible set of plans with revisions marked on the plans will be provided for drafting) as extra work if requested by the City.

Construction Management/Inspection Services

URS is a full service transportation firm that includes construction management and road/bridge inspection services. We would be available and interested in performing these services for or assisting the City in the performance of these duties. We have construction management and Resident Engineers on staff with decades of experience in contract administration, and inspection requirements for Caltrans and local agency bridge construction. Many local agencies have taken advantage of the full service package to increase continuity and the efficient delivery of construction projects.



CITY OF EL PASO DE ROBLES

"The Pass of the Oaks"

**CITY OF EL PASO DE ROBLES
PUBLIC WORKS DEPARTMENT
1000 Spring Street
Paso Robles, CA 93446**

AGREEMENT FOR SERVICES OF INDEPENDENT CONSULTANT

Exhibit A – Description of Scope of Services (the Project) to be performed by Consultant, including a timeline for submittals and Project completion (13th Street Bridge Widening).

Exhibit B – A listing of hourly rates of Consultant's personnel, Consultant's agents and contractors applicable to providing services under this Agreement. A definition of reimbursable costs with a maximum limit for reimbursable costs, along with a contract budget for the services described in Exhibit "A".

THIS AGREEMENT (hereinafter referred to as "Agreement") is made by and between the City of El Paso de Robles, a public body, corporate and politic, (herein "CITY") and URS Corporation, a Nevada Corporation doing business as URS Corporation, America's, having a principal place of business at Roseville, California, (herein "Consultant"), wherein Consultant agrees to provide the City and City agrees to accept the services specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. CONTRACT ADMINISTRATOR. Ditas Esperanza, Capital Projects Engineer, at telephone number (805) 237-3861 will administer this Agreement on behalf of City (herein "Contract Administrator"). Jorge Aguilar at telephone number (916) 784-3900 is the authorized representative for Consultant. Changes in designated representatives shall be made only after advance written notices to the other party.

2. NOTICES. Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first-class mail, postage prepaid, or otherwise delivered as follows:

CITY:
City of El Paso de Robles
Public Works Department
Attn: Ditas Esperanza
1000 Spring Street
Paso Robles, CA 93446
Facsimile: (805) 237-3904

CONSULTANT: URS Corporation
ATTN: Jorge Aguilar
1380 Lead Hill Boulevard, Suite 100
Roseville, CA 95661-2941

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. EXHIBITS. Attached to this Agreement are the following Exhibits. Said Exhibits shall be initialed by Consultant. Said Exhibits are incorporated herein by reference:

- Exhibit A. Description of Scope of Services (the Project) to be performed by Consultant, including a timeline for submittals and Project completion.
- Exhibit B. A listing of hourly rates of Consultant's personnel, Consultant's agents and contractors applicable to providing services under this Agreement. A definition of reimbursable costs with a maximum limit for reimbursable costs, along with a contract budget for the services described in Exhibit "A".

4. SCOPE OF SERVICES.

A. Consultant shall provide the services, and make submittals to City in accordance with Exhibit "A", subject to the direction of the City Contract Administrator, as provided from time to time.

B. Consultant's services shall conform to City's original or mutually agreed upon revised schedule and budget for the Project.

5. TERM. Consultant shall commence performance within 10 days of City's Notice to Proceed, and end performance upon completion, as provided in Exhibit "A", unless otherwise directed by CITY or unless earlier terminated.

6. COMPENSATION OF CONSULTANT.

A. The Consultant will be paid for services provided to City on a time and material basis in accordance with the schedule set forth in Exhibit "B".

B. Payments of undisputed amounts are due within 45 days of receipt of invoices. Invoices shall reflect the phase to which the request for payment is being invoiced in accordance with the "Scope of Service" (Exhibit "A") and the percentage of completion of each phase.

C. The contract budget, as stated in Exhibit "B" shall not be exceeded without the prior written authorization of the City's Contract Administrator.

D. Consultant shall be reimbursed at cost for reimbursable costs as provided in Exhibit "B".

- E. Payment to Consultant shall be considered as full compensation of all personnel, materials, supplies, and equipment used in carrying out the services as stated in Exhibit "A".
- F. City's failure to discover or object to any unsatisfactory work or billing prior to payment will not constitute a waiver of City's right to:
 - 1. Require Consultant to correct such work or billings; or
 - 2. Seek any other legal remedy.

7. ADDITIONAL SERVICES. Should services be requested by Consultant which are considered to be beyond the Scope of Services (Exhibit "A"), the Consultant shall provide a written request for consideration of Additional Services to the City Contract Administrator. The City Contract Administrator will make due consideration of the request for Additional Services. Consultant shall not provide Additional Services until Consultant has received written approval from the City Contractor Administrator to perform same. Should the Consultant elect to proceed prior to receiving written approval by the City or Additional Services, the Consultant does so at Consultant's own risk.

8. INDEPENDENT CONTRACTOR. Consultant, its agents and contractors, are independent contractors, responsible for all methods and means used in performing the Consultant's services under this agreement, and are not employees, agents or partners of CITY.

9. PERFORMANCE STANDARDS.

A. Compliance with laws.

(1) Consultant shall (and shall cause its agents and contractors), at its sole cost and expense, comply with all City, County, State and Federal ordinances, regulations and statutes now in force or which may hereafter be in force with regard to the Project and this Agreement. Any corrections to Consultant's instruments of professional service which become necessary as a result of the Consultant's failure to comply with these requirements shall be made at the Consultant's expense.

(2) Should the requirements referenced in subparagraph 1 above change after the date of design or drawing preparation and prior to completion of construction of the 13th Street Bridge Widening, Consultant shall be responsible for notifying City of such change in requirements. Consultant will bring the instruments of professional service into conformance with the newly issued requirements at the written direction of City. Consultant's costs for providing services pursuant to this paragraph shall be submitted to City as Additional Services.

B. Standard 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 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 the Contract Administrator's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Consultant without additional compensation throughout the term of this Agreement.

C. **Professional Seal.** Consultant shall have documents stamped by registered professionals, at Consultant's cost, for the disciplines covered by Consultant's instruments of professional service when required by prevailing law, usual and customary professional practice, by City, or by any governmental agency having jurisdiction over the Project.

10. TAXES. Consultant shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Consultant

11. CONFLICT OF INTEREST. Consultant covenants that neither it, nor any officer or principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of the Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Contract Administrator. Consultant agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the City in the performance of this Agreement.

12. RESPONSIBILITIES OF CITY. City shall provide all information requested by Consultant that is necessary in performing the services provided herein.

13. OWNERSHIP OF DOCUMENTS. All drawings, specifications, data, and other instruments of professional service prepared by Consultant during the performance of this Agreement shall become the property of City. However, Consultant shall not be liable for City's use of documents and instruments of professional service if used for other than the Project or Scope of Services contemplated by this Agreement.

14. PREVAILING WAGE. Consultant and Consultant's sub-Consultants, to the extent required by the California Labor Code, must at least meet the latest prevailing wage rates in payments to workmen and other professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. Copies are on file at the City's Public Works Department office.

15. RECORDS, AUDIT AND REVIEW. Consultant shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Consultant's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. City shall have the right to audit and review all such documents and records at any time during Consultant's regular business hours or upon reasonable notice.

16. INDEMNIFICATION. Except as otherwise provided in subparagraphs (b) and (c) below, Consultant shall defend, indemnify and save harmless the City, its officers and employees, from any and all claims, demands, damages, costs, expenses, judgements, attorney fees or any liability arising out of this contract or attempted performance of the provisions hereof predicated upon theories set forth below in subparagraph (a) below:

A. The theories referred to above are theories based on any of the following committed by the Consultant, or its agents, employees, or other independent Consultants directly responsible to Consultant;

1. Violation of statute, ordinance or regulation.
2. Professional negligence.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Prevailing Wage claims.
7. Employment of unauthorized aliens.
8. Premises liability.
9. Design defects.
10. Violation of civil rights.
11. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board, or any other California public entity responsible for collecting payroll taxes, that the Consultant is not an independent contractor.

B. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for claims resulting from the sole or active negligence or willful misconduct of the City, provided however, this exception shall not apply to claims, demands, damages, costs, expenses, judgments, or attorney fees arising from any design defects.

C. Nothing contained in the foregoing indemnity provisions shall be construed to require Consultant to indemnify City, against any responsibility or liability in contravention of Civil Code 2782.

D. Neither termination of this Agreement or completion of the Project under this Agreement shall release Consultant from its obligation to indemnify, as to any claim, so long as the event upon which such claims is predicated shall have occurred prior to the effective date of any such termination or completion and arose out of or was in any way connected with performance or operations under this Agreement by Consultant, its employees, agents or consultants, or the employee, agent or consultant of any one of them.

E. Submission of insurance certificates or submission of other proof of compliance with the insurance requirements in this Agreement does not relieve Consultant from the obligations of this Section 16. The obligations of this Section 16 shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

17. INSURANCE.

A. Consultant shall procure and maintain, in insurance companies authorized to do business in the State of California and assigned an A.M. Best's rating of no less than A-(IX), the following insurance coverage, written on the ISO form shown below (or its equivalent) at the limits of liability specified for each:

Commercial General Liability Insurance (ISO Form CG 0001 11/85)	\$ 1 Million per occurrence \$ 2 Million in the aggregate
Commercial Automobile Liability Insurance (ISO Form CA 0001 12/90)	\$ 1 Million per accident
Workers' Compensation Insurance	Statutory
Employer's Liability Insurance	\$ 1 Million policy limit
Professional Liability Insurance	\$ 1 Million per claim \$ 1 Million in the aggregate

B. The Commercial General and Commercial Automobile liability policies shall be endorsed to include the following:

(1) City, its officers, directors, employees and agents shall be named as Additional Insureds under ISO Form CG 2010 11/85 or its equivalent; and

(2) The coverage afforded City shall be primary and non-contributing with any other insurance maintained by City.

(3) If not covered separately under a business automobile liability policy, the general liability policy shall also be endorsed to include non-owned and hired automobile liability.

C. Prior to commencing work under this Agreement, Consultant shall provide City with Certificates of Insurance evidencing compliance with the foregoing requirements, accompanied by copies of the required endorsements. Certificates of Insurance for automobile liability, workers' compensation/ employer's liability, and professional liability insurance shall specify that the insurer shall give City an unqualified thirty (30) days advance written notice by the insurer prior to any cancellation of the policy.

D. All insurance coverage required hereunder shall be kept in full force and effect for the term of this Agreement. Professional liability insurance shall be maintained for an additional, uninterrupted period of three (3) years after termination of this agreement, provided such insurance is commercially available at rates reasonably comparable to those currently in effect. Certificates of Insurance evidencing renewal of the required coverage shall be provided within ten (10) days of the expiration of any policy at any time during the period such policy is required to be maintained by Consultant hereunder. Any failure to comply with this requirement shall constitute a material breach of this Agreement.

18. PERSONNEL.

A. The Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by the Consultant or under Consultant's supervision, and all personnel engaged in the work shall be qualified to perform such services.

B. Continuity: Consultant shall make every reasonable effort to maintain stability and continuity of Consultants Project Leaders assigned to perform the services required under this Agreement. Consultant shall provide City with a minimum twenty (20) days prior written notice of any changes in Consultant's Project Leader assigned to the Project.

19. NONEXCLUSIVE AGREEMENT. Consultant understands that this is not an exclusive Agreement and that City shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Consultant as the City desires.

20. ASSIGNMENT. Consultant shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of CITY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

21. TEMPORARY SUSPENSION. The City's Contract Administrator shall have the authority to suspend this Agreement and the services contemplated herein, wholly or in part, for such period as he/she deems necessary due to unfavorable conditions or to the failure on the part of the Consultant to perform any provision of this Agreement. Consultant will be paid for services performed through the date of temporary suspension. In the event that Consultant's services hereunder are delayed for a period in excess of six (6) months due to causes beyond Consultant's reasonable control, Consultant's compensation shall be subject to renegotiation.

22. TERMINATION.

A. Right to terminate. City retains the right to terminate this Agreement for any reason by notifying Consultant in writing ten (10) days prior to termination. Upon receipt of such notice, Consultant shall promptly cease work and notify City as to the status of its performance. City shall pay Consultant for its reasonable costs and expenses through the date of termination. However, if this Agreement is terminated for fault of Consultant, then City shall be obligated to compensate Consultant only for that portion of Consultant services which are of benefit to City, up to and including the day Consultant receives notice of termination from City.

B. Return of materials. Upon such termination, Consultant shall immediately turn over to the City copies of studies, drawings, mylars, computations, computer models and other instruments of professional services, whether or not completed, prepared by Consultant, or given to Consultant in connection with this Agreement. Consultant, however, shall not be liable for City's use of incomplete materials or for City's use of complete documents if used for other than the Project or Scope of Services contemplated by this Agreement.

C. Should City fail to pay Consultant undisputed payments set forth in Section 6, above, Consultant may, at Consultant's options, suspend its services or terminate this agreement if such failure is not remedied by City within thirty (30) days of written notice to City of such late payment.

23. DISPUTE RESOLUTION. The following procedures apply only to disputes where the amount in controversy is less than \$50,000.00.

A. City and Consultant agree that disputes between them arising out of or relating to this Agreement where the amount in controversy is less than \$50,000.00 shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise. If the dispute is not settled by mediation, then the parties agree to submit the dispute to binding arbitration as provided in subsection B, below.

B. Either party may demand arbitration by filing a written demand with the other party within thirty (30) days from the date of final mediation, in accordance with the prevailing provisions of the California Arbitration Act at the time of written demand. The arbitration procedures are as follows:

(1) The parties may agree on one arbitrator. If they cannot agree on one arbitrator, there shall be three: one named in writing by each of the parties within five days after demand for arbitration is given, and a third chosen by the two appointed. Should either party refuse or neglect to join in the appointment of the arbitrator(s) or to furnish the arbitrator(s) with any papers or information demanded, the arbitrator(s) may proceed ex parte.

(2) A hearing on the matter to be arbitrated shall take place before the arbitrator(s) within the County of San Luis Obispo, state of California, at the time and place selected by the arbitrator(s). The arbitrator(s) shall select the time and place promptly and shall give each party written notice of the time and place at least sixty (60) days before the date selected. The procedures of the California Arbitration Act are incorporated herein by reference.

(3) If there is only one arbitrator, his or her decision shall be binding and conclusive on the parties, and if there are three arbitrators, the decision of the two shall be binding and conclusive. The submission of a dispute to the arbitrator(s) and the rendering of a decision by the arbitrator(s) shall be binding on the parties. A judgment confirming the award may be given by any Superior Court having jurisdiction, or that Court may vacate, modify, or correct the award in accordance with the prevailing provision of the California Arbitration Act.

(4) If three arbitrators are selected, but no two of the three are able to reach an agreement regarding the determination of the dispute, then the matter shall be decided by three new arbitrators who shall be appointed and shall proceed in the same manner, and the process shall be repeated until a decision is agreed on by two of the three arbitrators selected.

(5) The costs of the arbitration shall be borne by the losing party or shall be borne in such proportions as the arbitrator(s) determine(s).

24. CITY NOT OBLIGATED TO THIRD PARTIES. City shall not be obligated or liable for payment hereunder to any party other than the Consultant.

25. NON-DISCRIMINATION. Consultant shall not discriminate in any way against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with, or related to, the performance of this Agreement.

26. UNAUTHORIZED ALIENS. Consultant hereby promises and agrees to comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. § 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

27. COSTS AND ATTORNEY'S FEES. The prevailing party in any action between the parties to this Agreement brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorney's fees expended in connection with such an action from the other party.

28. SECTION HEADINGS. The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

29. SEVERABILITY. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

30. REMEDIES NOT EXCLUSIVE. Except as provided in Sections 22 and 23, no remedy herein conferred upon or reserved to City is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

31. EXCUSABLE DELAYS. Consultant shall not be liable for damages, including liquidated damages, if any, cause by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

32. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement and each covenant and term is a condition herein.

33. NO WAIVER OF DEFAULT. No delay or omission of CITY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default of an acquiescence therein; and every power and remedy given by this Agreement to CITY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of CITY.

34. ENTIRE AGREEMENT AND AMENDMENT. In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set

forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

35. SUCCESSORS AND ASSIGNS. All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

36. 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 San Luis Obispo, if in state court, or in the federal court nearest to San Luis Obispo County, if in federal court.

37. EXECUTION OF COUNTERPARTS. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

38. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by City.

CONSULTANT

CITY OF EL PASO DE ROBLES

By: _____

James L. App
City Manager

Name: Garry Horton

Title: Vice-President

Date: _____

Date: _____