



# CITY OF EL PASO DE ROBLES

*"The Pass of the Oaks"*



## CITY COUNCIL MINUTES

Tuesday, June 17, 2014

MEETING LOCATION: PASO ROBLES LIBRARY/CITY HALL  
CONFERENCE CENTER, 1000 SPRING STREET

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### 7:30 PM – CONVENE REGULAR MEETING

### CALL TO ORDER – Downstairs Conference Center

### PLEDGE OF ALLEGIANCE

### INVOCATION – Ed Bedrosian

### ROLL CALL

Councilmembers Ed Steinbeck, John Hamon, Steve Martin, Fred Strong, and Mayor Duane Picanco

### STAFF INTRODUCTIONS

### PUBLIC COMMENTS

This is the time the public may address the Council on items other than those scheduled on the agenda.

- Steve Fleury requested that City Council consider scheduling a future agenda item pertaining to Riverside Avenue bike lanes.

### AGENDA ITEMS TO BE DEFERRED - None

### PRESENTATIONS - None

### PUBLIC HEARING

1. [Planned Development \(PD 13-005\), Tentative Parcel Map \(PR 13-0109\), Oak Tree Removal \(OTR 13-008\), and Mitigated Negative Declaration for Marriott Residence Inn](#)

E. Gallagher, Community Development Director

For the City Council to consider the recommendations of the Planning Commission, and adopt a Mitigated Negative Declaration (MND) with a mitigation monitoring and reporting program, and approve Planned Development (PD 13-008) for the Marriott Residence Inn located on South Vine Street north of Highway 46 West.

Mayor Picanco opened the public discussion. Speaking from the public were Greg Sanders, Kathy Barnett, and Robert Miller. A letter was received by Council via email from Andrea Leisy of RMM Enviro Law (representing Excel Paso Robles, LP, the applicant for this project) and is attached to these minutes hereto. There were no other comments, either written or oral, and the public discussion was closed.

#### 1<sup>st</sup> Motion

A motion was made by Councilman Steinbeck and seconded by Councilman Hamon to adopt Resolution 14-079, adopting a Mitigated Negative Declaration for PD 13-005, TPM (PR 13-0109), and Oak Tree Removal (OTR 13-008).

Motion passed by the following roll call vote:

AYES: Steinbeck, Hamon, Martin, Strong, Picanco

NOES:

ABSTAIN:

ABSENT

### **2<sup>nd</sup> Motion**

A motion was made by Councilman Steinbeck and seconded by Councilman Hamon to adopt Resolution 14-077, approving Planned Development 13-005 and Tentative Parcel Map (PR 13-0109).

Motion passed by the following roll call vote:

AYES: Steinbeck, Hamon, Martin, Strong, Picanco

NOES:

ABSTAIN:

ABSENT:

### **3<sup>rd</sup> Motion**

A motion was made by Councilman Steinbeck and seconded by Councilman Hamon to adopt Resolution 14-078 approving the Oak Tree Removal Permit (OTR 13-008).

Motion passed by the following roll call vote:

AYES: Steinbeck, Hamon, Martin, Strong, Picanco

NOES:

ABSTAIN:

ABSENT:

## **CONSENT CALENDAR**

ITEMS ON THE CONSENT CALENDAR ARE CONSIDERED ROUTINE, NOT REQUIRING SEPARATE DISCUSSION. However, if discussion is wanted or if a member of the public wishes to comment on an item, the item may be removed from the Consent Calendar and considered separately. Councilmembers may ask questions of clarification without removing an item from the Calendar. Individual items are approved by the vote that approves the Consent Calendar, unless an item is pulled for separate consideration.

2. [Approve City Council Minutes from June 3, 2014](#)  
D. Fansler, City Clerk
3. [Approve Warrant Registers 938-1093 \(05/30/14\), 1094-1236 \(06/06/14\), and other payroll Services.](#)  
J. Throop, Director of Administrative Services
4. [Advisory Body Minutes](#)  
Parks and Recreation Advisory (April 14, 2014)  
Senior Advisory Committee (May 12, 2014)  
Parks and Recreation Advisory (May 12, 2014)
5. [Adopt Resolution 14-079 approving an appropriation limit of \\$42,508,198 for the fiscal year 2014-15 operating and maintenance budget.](#)  
J. Throop, Administrative Services Director
6. [Adopt Resolution 14-080 declaring certain City property as surplus and authorizing their sale to governmental agencies, as well as the disposal of the remaining vehicles to public auction, recyclers or wholesalers.](#)  
J. Throop, Administrative Services Director
7. [Adopt Resolution 14-081 authorizing the City Manager to execute a 2-year contract extension for the EIA Vision Program as provided for in current employee contracts.](#)  
M. Williamson, Assistant City Manager
8. [Adopt Resolution 14-082 authorizing the City Manager to execute a Lease/Purchase Agreement for Public Safety vehicles and equipment in the amount of \\$1,121,044 and authorizes the City Manager to execute the contract.](#)  
D. Monn, Public Works Director

9. [\(1\) Adopt Resolution No. 14-083 authorizing the recordation of Tract 2887-1, a 26-lot subdivision located at the southeast corner of River Oaks Drive and Experimental Station Road, and authorizing the Mayor to execute the Subdivision Improvement Agreement guaranteeing the construction of the subdivision improvements with an established deadline of June 3, 2015 to complete these improvements; and](#)  
[\(2\) Adopt Resolution No. 14-084 annexing Lots 1 through 25 and Lot 27 of Tract 2887-1 into Community Facilities District No. 2005-1, and directing the City Clerk to record the Amendment to the Notice of Special Tax Lien.](#)

10. [Proclamation – Relay for Life Paso Robles](#)

Mayor Picanco opened the public discussion. There were no comments, either written or oral, and the public discussion was closed.

Consent Calendar items 2 through 10 were approved on a single motion by Councilman Strong and seconded by Councilman Hamon. Councilman Martin abstained on agenda item 3, Warrant Registers 1163 and 1199.

Motion passed by the following roll call vote:

AYES: Strong, Hamon, Martin, Steinbeck, Picanco  
 NOES:  
 ABSTAIN:  
 ABSENT:

**DISCUSSION**

11. [2014 - 2018 Financial Forecast Update](#)

J. Throop, Administrative Services Director

For the City Council to receive and file a financial forecast update for the five fiscal years 2014 - 2018.

Mayor Picanco opened the public discussion. Speaking from the public were Kathy Barnett and Tom Hardwick. There were no other comments, either written or oral, and the public discussion was closed.

A motion was made by Councilman Martin and seconded by Councilman Strong to receive and file the June 2014 Financial Forecast Report.

Motion passed by the following VOICE vote:

AYES: Martin, Strong, Steinbeck, Hamon, Picanco  
 NOES:  
 ABSTAIN:  
 ABSENT:

12. [Award Construction Contract for Union Road \(Kleck to Montebello Oaks\)](#)

D. Monn, Public Works Director

For City Council to consider awarding a construction contract for the Union Road reconstruction project (from Kleck to Montebello Oaks).

Mayor Picanco opened the public discussion. There were no comments, either written or oral, and the public discussion was closed.

A motion was made by Councilman Strong and seconded by Councilman Martin to adopt resolution 14-085 finding that the bid protest filed by Souza Construction is without merit, and awarding a contract for Union Road Improvements (Kleck to Montebello Oaks) to G. Sosa Construction in the amount not to exceed \$1,914,017.00, and authorize the City Manager to execute the contract.

Motion passed by the following roll call vote:

AYES: Strong, Martin, Steinbeck, Hamon, Picanco  
 NOES:  
 ABSTAIN:  
 ABSENT:

**13. Construction Plan Review Options**

D. Monn, Public Works Director

For the City Council to consider staffing options, and related fee adjustments, to improve turnaround time in the building permit review process.

Mayor Picanco opened the public discussion. Speaking from the public were Tom Hardwick and Nick Gilman. There were no other comments, either written or oral, and the public discussion was closed.

A motion was made by Councilman Martin and seconded by Councilman Hamon to amend option A to state that the issues mentioned in option A will be referred to an ad hoc committee comprised of Councilman Martin and Councilman Hamon for further study.

Motion passed by the following roll call vote:

AYES: Martin, Hamon, Steinbeck, Strong, Picanco

NOES:

ABSTAIN:

ABSENT:

**14. Pine Street Promenade – Authorization to File Application**

M. Williamson, Assistant City Manager

For the City Council to consider authorization for the filing of a Planned Development & Tract Map application that includes city owned property.

Mayor Picanco opened the public discussion. Speaking from the public were Debbie Lorenz, Casey Biggs, Norma Moye and Brett Van Steenwyck. There were no other comments, either written or oral, and the public discussion was closed.

A motion was made by Councilman Martin and seconded by Councilman Strong to adopt resolution 14-086 authorizing the filing of a Planned Development & Tract Map application that may include consideration of a phased development on city owned property at 800 Pine Street

Motion passed by the following roll call vote:

AYES: Martin, Strong, Steinbeck, Hamon, Picanco

NOES:

ABSTAIN:

ABSENT:

**15. Modification of Standard Street Improvements – Dry Creek Road**

E. Gallagher, Community Development Director

That the City Council consider alternative design criteria for the re-construction of Dry Creek Road from Airport Road to Aerotech Way and authorize reimbursement of a street improvement deposit.

Mayor Picanco opened the public discussion. Speaking from the public was Michael Nunno. There were no other comments, either written or oral, and the public discussion was closed.

A motion was made by Councilman Strong and seconded by Councilman Steinbeck to accept the Dry Creek Road Plan as attached to the staff report and direct staff to return the \$39,000 deposit to Michael Nunno originally set aside for curb, gutter and sidewalk improvements to Dry Creek Road.

Motion passed by the following roll call vote:

AYES: Strong, Steinbeck, Martin, Hamon, Picanco

NOES:

ABSTAIN:

ABSENT:

**16. Use of Septic System – Case Paso, LLC, 2121 Ardmore Road**

D. Monn, Public Works Director

Consider a request to allow use of an on-site wastewater disposal system with the development of an industrial office building at 2121 Ardmore Road (APN 025-362-008).

Mayor Picanco opened the public discussion. Speaking from the public was Stan Case. There were no other comments, either written or oral, and the public discussion was closed.

A motion was made by Councilman Hamon, and seconded by Councilman Strong to adopt resolution 14-087 authorizing the use of a septic system for the Case office building located at 2121 Ardmore Road with the conditions described in option (b) to be contained in an agreement drafted by the city attorney, and authorize execution of the agreement by the city manager, said agreement to be recorded against the property.

Motion passed by the following roll call vote:

AYES: Hamon, Strong, Martin, Steinbeck, Picanco  
NOES:  
ABSTAIN:  
ABSENT:

**17. [Nacimiento Water Recovery Well - Contract for Well Design and Construction Oversight](#)**

D. Monn, Public Works Director

For City Council to consider a contract with Cleath-Harris Geologists, Inc. to provide well drilling plans, specifications, bid documents, and technical services for construction of a Nacimiento Water Recovery Well.

Mayor Picanco opened the public discussion. Speaking from the public was Tom Hardwick. There were no other comments, either written or oral, and the public discussion was closed.

A motion was made by Councilman Hamon, seconded by Councilman Strong to adopt resolution 14-088 approving a contract with Cleath-Harris Geologists Inc. for a not-to-exceed amount of \$20,500.

Motion passed by the following roll call vote:

AYES: Hamon, Strong, Martin, Steinbeck, Picanco  
NOES:  
ABSTAIN:  
ABSENT:

**COUNCIL BUSINESS**

- Councilman Hamon suggested staff bring back a report on the Riverside Bike path as suggested by Steve Fleury. A majority of the Council agreed.

**MOTION TO ADJOURN**

A motion was made by Councilman Martin and seconded by Councilman Strong to adjourn.

Motion passed by the following VOICE vote:

AYES: Martin, Strong, Steinbeck, Hamon, Picanco  
NOES:  
ABSTAIN:  
ABSENT:

**ADJOURNMENT AT 10:37PM TO:**

- CITY HALL ART TILE UNVEILING – 2:00PM ON WEDNESDAY, JUNE 18, 2014 IN THE CITY HALL COURTYARD, 1000 SPRING STREET, PASO ROBLES.
- **\*\*CANCELLED\*\*** REGULAR PLANNING COMMISSION MEETING - 7:30PM ON TUESDAY, JUNE 24, 2014 IN THE LIBRARY/CITY HALL CONFERENCE CENTER, 1000 SPRING STREET, PASO ROBLES.
- REGULAR CITY COUNCIL MEETING - 7:30PM ON TUESDAY, JULY 1, 2014 IN THE LIBRARY/CITY HALL CONFERENCE CENTER, 1000 SPRING STREET, PASO ROBLES.
- 12<sup>TH</sup> STREET COMMUNITY OUTREACH MEETING NO. 1 – 7:00PM ON WEDNESDAY, JULY 2, 2014 IN THE LIBRARY/CITY HALL CONFERENCE CENTER, 1000 SPRING STREET, PASO ROBLES.

Any writing or document pertaining to an open session item on this agenda which is distributed to a majority of the City Council after the posting of this agenda will be available for public inspection at the time the subject writing or document is distributed. The writing or document will be available for public review in the City Clerk's Office, 1000 Spring Street, Paso Robles, CA, during normal business hours, and may be posted on the City's web site at <http://www.prcity.com/government/citycouncil/agendas.asp>.

All persons desiring to speak on an agenda item are asked to fill out Speaker Information Cards and place them at the Staff Table prior to public discussion of that item. Each individual speaker will be limited to a presentation total of three (3) minutes per item.

**AMERICANS WITH DISABILITIES ACT** Any individual, who because of a disability needs special assistance to attend or participate in this meeting, may request assistance by contacting the City Clerk's Office (805) 237-3960. Whenever possible, requests should be made four (4) working days in advance of the meeting.

***THESE MINUTES ARE NOT OFFICIAL OR A PERMANENT PART OF THE RECORDS UNTIL  
APPROVED BY THE CITY COUNCIL AT A FUTURE REGULAR MEETING.***





REMY | MOOSE | MANLEY  
LLP

Andrea K. Leisy  
aleisy@rmmenvirolaw.com

June 16, 2014

VIA ELECTRONIC MAIL  
Council@prcity.com

Mayor Duane Picanco  
and Honorable Members  
of the Paso Robles City Council  
1000 Spring Street  
Paso Robles, CA 93446

Re: Residence Inn by Marriott Project

Dear Mayor Picanco and Members of the City Council,

We represent Excel Paso Robles, LP, the applicant for the Residence Inn by Marriott project (the "Project"). As an initial matter, we would like to commend the City staff and City Attorney for their preparation of the April 28, 2014 Revised Mitigated Negative Declaration ("Revised MND") for the Project and the thorough responses to the comments submitted on the Revised MND. Most notably, these detailed responses highlight and resolve the substantial misrepresentations of the Project and its impacts alleged in several letters on behalf of Quorum Realty Fund by Mr. Gregory Sanders of the Nossaman law firm. The responses also further support the analysis and conclusions in the Revised MND and the City's determination that no EIR is necessary for this Project.

In advance of your consideration of the Project, we would like to provide you with additional information that puts the unsubstantiated allegations of Mr. Sanders into the proper perspective and request that you reject these allegations and any further baseless allegations by Mr. Sanders.

First, many of Mr. Sanders's comments relate to the cumulative traffic impacts of the Project. As noted in our May 23, 2014 letter to the Planning Commission, however, the Project alone would not cause the cumulative traffic impacts to the U.S. 101/SR 46 W interchange. Rather, the cumulative impact scenario takes into account traffic from anticipated development projects in the area as a "probable future project," including Quorum Realty Fund's Paso Robles Gateway Project. The Gateway Project would have included 3 resort hotels totaling nearly 400 rooms, approximately 63,000 square feet of commercial retail space, up to 35 single family homes, and vineyards and was forecast to generate 6,668 daily traffic trips.

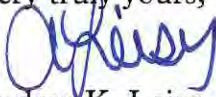


As noted in the Revised MND, however, and confirmed by the City Attorney at the Planning Commission hearing, the Gateway Project was suspended at the applicant's request and the project will not be moving forward. In fact, the City has filed a lawsuit against Quorum. (See Attachment A.) It is also our understanding that the City stopped all work on the development application as of mid-March and that the City Council will be asked to take formal action to terminate the processing of Quorum's application and annexation request. As such, it is clear that the Gateway Project is not a "probable future project" for purposes of CEQA cumulative analysis (CEQA Guidelines, § 15130, subd. (b)(1)(A)) and any claims by Mr. Sanders based on such an assumption must be rejected.

Second, as noted above, the analysis performed and the record as a whole confirms that there is no substantial evidence that the Project may have a significant effect on the environment and, therefore, the City's preparation of an MND was appropriate. (Pub. Resources Code, § 21080, (c)(1).) Despite this substantial evidence, Mr. Sanders continues to push the City to prepare an EIR for the Project. The history concerning our client, the landowner of the Project site (Cenco Investment LLC), and Quorum makes clear, however, that Mr. Sanders's continued baseless CEQA challenges are motivated by factors other than environmental concerns. (See Attachment B.)

Notably, such motives offend several CEQA policies intended to strike a balance between CEQA's broad mandate to protect the environment and the need to avoid undue expense and delay associated with preparing EIRs that contribute no useful analysis. For example, CEQA Guidelines section 15003, subdivision (g), provides that the "purpose of CEQA is not to generate paper, but to compel government at all levels to make decisions with *environmental* consequences in mind." (Citing *Bozung v. LAFCO* (1975) 13 Cal.3d 263, 283, italics added.) Another CEQA Guidelines policy cautions that CEQA "must not be subverted into an instrument for the oppression and delay of social, economic, or recreational development or advancement." (CEQA Guidelines, § 15003, subd. (j), citing *Laurel Heights Improvement Assn. of San Francisco v. Regents of the University of California* (1993) 6 Cal.4th 1112, 1132 and *Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553, 576.) Here, as noted in Attachment B, it is clear that the primary purpose of Mr. Sanders's challenge to the analysis in the MND and request for preparation of an EIR is to use CEQA to further Quorum's economic agenda. Indulging Mr. Sanders's claims will result in unnecessary generation paper and costly delay of the Project, in contravention of long standing CEQA policies.

Thank you for your consideration of these comments. Please include this letter and attachments in the record of proceedings for this Project.

Very truly yours,  
  
Andrea K. Leisy

Enclosures



# Attachment A

1 IRIS P. YANG, Bar No. 106999  
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2 KIMBERLY E. HOOD, Bar No. 229195  
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6 Telephone: (916) 325-4000  
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7 Attorneys for Plaintiff  
8 City of El Paso de Robles

9 SUPERIOR COURT OF CALIFORNIA  
10 COUNTY OF SAN LUIS OBISPO

11 CITY OF EL PASO DE ROBLES,

12 Plaintiff,

13 v.

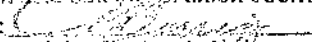
14 QUORUM REALTY FUND IV, LLC, a  
15 Delaware Limited Liability Company,  
16 QUORUM PROPERTIES, INC., a Colorado  
17 Corporation, FURLOTTI FAMILY RANCH  
COMPANY, and DOES 1 through 30,

18 Defendants.

Exempt from Filing Fees per Gov.  
Code § 6103

FILED

MAY 27 2014

SAN LUIS OBISPO SUPERIOR COURT  
BY:   
M. Garcia, Deputy Clerk

Case No. 14CVP-0125

**FIRST AMENDED COMPLAINT  
FOR BREACH OF CONTRACT  
AND DECLARATORY RELIEF**

Judge: Hon. Jac A. Crawford  
Dept.: Paso Robles Department 2

1 Plaintiff City of El Paso de Robles ("City") alleges as follows:

2 **PARTIES**

3 1. The City is a California municipality and is located in the County of San Luis  
4 Obispo.

5 2. The City is informed and believes, and on that basis alleges, that Quorum Realty  
6 Fund IV, LLC, a Delaware corporation, organized and existing under the laws of the State of  
7 Delaware, is authorized to do business and does business in the State of California (California  
8 Entity No. 200733710107). The City is informed and believes that Quorum Realty Fund IV, LLC  
9 is a successor of Quorum Funds and Quorum Realty Fund III, LLC. The City is informed and  
10 believes that Quorum Realty Fund IV, LLC owns certain real property identified as adjacent to  
11 the City (the "Property") for which applications were submitted for a development project known  
12 as the Paso Robles Gateway Project ("Project").

13 3. The City is informed and believes, and on that basis alleges, that Quorum  
14 Properties, Inc. is a Colorado corporation, organized and existing under the laws of the State of  
15 Colorado, and is authorized or has been authorized to do business in California.

16 4. The City is informed and believes, and on that basis alleges, that Furlotti Family  
17 Ranch Company is an entity of unknown corporate or partnership status that does business in the  
18 State of California. The City is informed and believes that Furlotti Family Ranch Company is the  
19 applicant for the Project.

20 5. The City is informed and believes, and on that basis alleges, that Alexander  
21 Furlotti is the agent for service of process of Quorum Realty Fund IV, LLC and Furlotti Family  
22 Ranch Company. The City is further informed and believes, and on that basis alleges, that James  
23 Biedenbender is the authorized agent for service of process of Quorum Properties, Inc.

24 6. Quorum Properties, Inc., Quorum Realty Fund IV, LLC, and Furlotti Family  
25 Ranch Company, are collectively and severally referred to as "Quorum" or "Defendants."

26 7. The true names and capacities, whether individual, corporate, or otherwise, of  
27 Defendants Does 1 through 30 are unknown to the City who sues these Defendants by fictitious  
28 names. The City is informed and believes that Does 1 through 30 are in some way legally

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1 responsible to the City for the matters alleged herein. The City will ask leave to amend this first  
2 amended complaint to show the true names and capacities when they are ascertained.

3 **GENERAL ALLEGATIONS**

4 8. On or about November 11, 2011, the Furlotti Family Ranch Company submitted a  
5 "Development Application Form" to the City's Community Development Department, Planning  
6 Division for the Project. The proposed Project includes three hotel sites, as well as commercial  
7 retail and office sites, and a residential subdivision.

8 9. The Project site encompasses approximately 269 acres located in the northwest  
9 quadrant of State Highway 46-West and U.S. Highway 101 on certain real property identified as  
10 San Luis Obispo County Assessor Parcel Numbers 026-471-013, 026-471-017, 026-471-021,  
11 040-031-001, 040-031-017, 040-031-019, 040-031-020, 040-091-039, and 040-091-041 ("Project  
12 Property"). The City is informed and believes and on that basis alleges, that the Project Property  
13 is presently owned by Defendant Quorum Realty Fund IV, LLC.

14 10. The Furlotti Family Ranch Company's November 11, 2011 Development  
15 Application Form was signed by Alexander Furlotti on behalf of both the Project applicant and as  
16 the authorized agent of the owner of the Project Property.

17 11. On or about April 26, 2011 the City and Quorum entered into a written contract  
18 entitled "Agreement for Advance of Funds" ("Agreement"). A true and correct copy of the  
19 Agreement is attached hereto as Exhibit "A" and incorporated herein by this reference.

20 12. Under the Agreement, the City agreed to cooperate with Quorum in processing  
21 applications regarding the Project, including, but not limited to, applications for (1) an expansion  
22 of the boundaries of the City's sphere of influence, (2) the annexation of the Property to the City,  
23 (3) certain proposed land uses for the Property, (4) an amendment to the City's General Plan, and  
24 (5) possible agreements between the City and Quorum regarding the development of the Property.  
25 (Exhibit "A" ¶ 1.) However, the City was willing to cooperate in processing such applications  
26 "only if [Quorum] pays for all City costs, including City staff time, associated with the Project."

27 (*Id.*)

28 ///



1           13.     Upon execution of the Agreement, Quorum was required to deposit with the City  
2 an initial amount of \$34,000. (Exhibit "A" ¶ 2.)

3           14.     In the Agreement, Quorum acknowledged that the amount of the initial deposit  
4 would not be sufficient to pay for all of the City's costs associated with the Project. (Exhibit "A"  
5 ¶ 2.)

6           15.     Pursuant to the Agreement, Quorum agreed to provide the City with additional  
7 funds within five (5) business days of the City's written notice of its need for additional funds.  
8 The amounts of the additional deposits were to be based on the City's good faith estimates of the  
9 City's anticipated expenditures for the following two months. (Exhibit "A" ¶ 2.)

10          16.     The Agreement provided that in the event the City's request for further payments  
11 from Quorum was not fully satisfied within five (5) business days, the City reserved the right to  
12 cease work on the Project and to advise its consultants to cease work on the Project. (Exhibit "A"  
13 ¶ 2.)

14          17.     Under the Agreement, the City was required to create four separate accounts for  
15 the Project to assist in monitoring costs: (1) City staff costs, (2) contract planner services, (3)  
16 legal services, and (4) preparation of documentation for the Project pursuant to the California  
17 Environmental Quality Act ("CEQA"). (Exhibit "A" ¶ 2.)

18          18.     In reliance on the Agreement, on April 28, 2011 the City entered into an  
19 agreement for planning services with Oasis Associates, Inc. entitled "Agreement for Services of  
20 Independent Consultant – Current Planning Project Processing and Related Services" ("Oasis  
21 Agreement"). A true and correct copy of the Oasis Agreement with Oasis Associates, Inc. is  
22 attached hereto as **Exhibit "B"** and incorporated herein by this reference. In addition, the City  
23 relied on the Agreement when on October 14, 2013 it entered into a Consultant Services  
24 Agreement with AECOM to prepare an environmental impact report ("EIR") for the Project  
25 ("AECOM Agreement") and a Consultant Services Agreement with Todd Engineers to prepare a  
26 water supply assessment study for the Project ("Todd Agreement"). A true and correct copy of  
27 the AECOM Agreement is attached hereto as **Exhibit "C"** and incorporated herein by this

28     ///

1 reference and a true and correct copy of the Todd Agreement is attached hereto as **Exhibit “D”**  
2 and incorporated herein by this reference.

3 19. Quorum has made some payments pursuant to the Agreement. To date, Quorum  
4 has paid \$379,054.51. Quorum’s last payment of \$89,695 was made on October 8, 2013.

5 20. On or about February 25, 2014, Ed Gallagher, the City’s Community Development  
6 Director, sent an email to Quorum suggesting that Quorum make a deposit of \$140,000 to cover  
7 anticipated expenses for AECOM to prepare an administrative draft EIR (“ADEIR”) and a draft  
8 EIR (“DEIR”) for the Project.

9 21. On or about March 19, 2014, Mr. Gallagher sent Quorum another email again  
10 requesting a deposit of \$140,000 to cover the costs of preparing the ADEIR and the DEIR for the  
11 Project. On or about that same date, as provided under the Agreement the City instructed Oasis  
12 Associates, Inc. to stop work on the Project as Quorum had not satisfied the City’s request for  
13 further funds. On March 19, 2014, Oasis Associates, Inc. instructed AECOM to stop work on the  
14 Project until further notice.

15 22. On or about March 26, 2014, Mike Furlotti sent an email to the City on behalf of  
16 Quorum requesting that the City “suspend processing” on the Project and send an accounting to  
17 settle the outstanding balance.

18 23. Pursuant to Mr. Furlotti’s request, Mr. Gallagher sent an email to Quorum on or  
19 about March 31, 2014 with the requested accounting, and stated that \$43,210.64 was due to the  
20 City pursuant to the Agreement. Mr. Gallagher sent another email to Quorum on the following  
21 day because the City had received an updated invoice from AECOM for work done through  
22 March 19, 2014. Mr. Gallagher’s email informed Quorum that due to the updated invoice, the  
23 City’s incurred costs through March 19, 2014 for the Project had increased and the amount due  
24 immediately from Quorum was \$117,213.64.

25 24. Quorum did not respond to the City’s email and the City received no payment  
26 from Quorum after its April 1, 2014 email request. On or about April 9, 2014, the City Manager,  
27 James L. App, sent Quorum a letter demanding payment of \$117,213.64. The letter stated that if  
28 the City did not receive payment of the full amount within five (5) business days of the date of the

1 letter, the City would pursue any and all remedies available to it. A true and correct copy of that  
2 letter is attached hereto as **Exhibit "E"** and incorporated herein by this reference.

3 25. On or about April 15, 2014, the City received a letter from Quorum's legal  
4 counsel, Gregory W. Sanders, that alleged Quorum was not obligated to pay the funds the City  
5 had requested. A true and correct copy of that letter is attached hereto as **Exhibit "F"** and  
6 incorporated herein by this reference.

7 26. In the meantime, the City had reviewed AECOM's most recent invoice, dated  
8 March 31, 2014, and determined the invoice included amounts that should not have been charged,  
9 based on the terms of the City's contract with AECOM and the City's March 19, 2014 "stop  
10 work" notice. On or about May 12, 2014, AECOM agreed to adjust the amount of the invoice to  
11 \$66,835. Accordingly, the total amount owed by Quorum under the Agreement was reduced  
12 from \$117,213.64 to \$110,045.64.

13 27. The City's legal counsel, Iris P. Yang, sent a letter to Quorum's legal counsel,  
14 Gregory W. Sanders, on May 16, 2014 informing Quorum that the amount owed to the City under  
15 the Agreement had been reduced to \$110,045.64. The letter also advised Mr. Sanders that if  
16 Quorum did not pay the City \$110,045.64 within five (5) business days of the date of the letter,  
17 the City would pursue any remedies available to it. A true and correct copy of that letter is  
18 attached hereto as **Exhibit "G"** and incorporated herein by this reference.

19 28. The City has not received any payments from Quorum after the City sent its  
20 May 16, 2014 letter.

21 29. The City has sufficiently performed the conditions it is obligated to perform under  
22 the Agreement. Despite its former commitment to do so, Quorum now refuses to pay the City its  
23 costs due under the Agreement.

24 **VENUE**

25 30. Venue is proper in the Superior Court for the County of San Luis Obispo because  
26 the Project Property is located in the County of San Luis Obispo and the Agreement expressly  
27 provides, "In the event of a dispute concerning the terms of this Agreement, the venue for any

28 ///

1 legal action shall be with the appropriate court in the County of San Luis Obispo, State of  
2 California.” (Exhibit “A” ¶ 9.)

3 **FIRST CAUSE OF ACTION**

4 **(Breach of Contract)**

5 31. The City incorporates paragraphs 1 through 30 of this First Amended Complaint as  
6 if originally set forth herein.

7 32. A valid contractual agreement existed between the City and Defendants, in the  
8 form of the Agreement, attached hereto as **Exhibit “A”** and incorporated herein.

9 33. The City has performed all conditions, covenants, and promises required on its  
10 part to be performed in accordance with the terms and conditions of the Agreement.

11 34. The City has been damaged by at least \$110,045.64, as of May 23, 2014, which is  
12 equivalent to the costs the City has incurred in consultant and legal fees under the Oasis,  
13 AECOM, Todd, and legal services agreements to process the Project – costs which Defendants  
14 are obligated to pay the City pursuant to the Agreement but have refused to pay.

15 35. Defendants breached the Agreement by failing to pay the City the aggregate  
16 amount of \$110,045.64 due under the Agreement to cover the City’s costs associated with the  
17 Project and continue to be in breach of the Agreement.

18 **SECOND CAUSE OF ACTION**

19 **(Declaratory Relief)**

20 36. The City incorporates paragraphs 1 through 35 of this First Amended Complaint as  
21 if originally set forth herein.

22 37. An actual controversy has arisen between the City and Defendants concerning  
23 their respective rights and duties under the Agreement in that the City contends that: (1) the  
24 Agreement is valid and enforceable; (2) the City has performed its obligations under the  
25 Agreement; (3) Defendants have failed to perform their payment obligations under the  
26 Agreement; and (4) the City is owed at least \$110,045.64 for its performance under the  
27 Agreement.

28 ///





City of Paso Robles v. Quorum Realty Fund IV, L.L.C.

Index of Complaint Exhibits

Exhibit A:	Agreement for Advance of Funds, dated April 26, 2011
Exhibit B:	Agreement for Services of Independent Consultant – Current Planning Project Processing and Related Services with Oasis Associates, Inc., dated April 28, 2011
Exhibit C:	Consultant Services Agreement with AECOM, dated October 14, 2013
Exhibit D:	Consultant Services Agreement with Todd Engineers, dated October 14, 2013
Exhibit E:	Demand Letter from the City of El Paso de Robles to Messrs. Furlotti and Biedenbender, dated April 9, 2014
Exhibit F:	Letter from Gregory W. Sanders of Nossaman LLP to the City of El Paso de Robles, dated April 14, 2014
Exhibit G:	Letter from Iris P. Yang of Best Best & Krieger LLP to Gregory W. Sanders, dated May 16, 2014

# Exhibit A

# Exhibit A

## AGREEMENT FOR ADVANCE OF FUNDS

THIS AGREEMENT FOR ADVANCE OF FUNDS (the "Agreement") is hereby entered on this 26 day of April, 2011 by and between QUORUM PROPERTIES, a Colorado Corporation ("Developer") and the CITY OF EL PASO DE ROBLES, a municipal corporation ("City").

1. Developer owns certain real property (the "Property") adjacent to the City. A map of the Property is attached hereto as Exhibit A and incorporated herein by reference. Developer desires to make certain applications to the appropriate public agencies in connection with such Property, which applications are anticipated to include, but are not limited to, (i) an expansion of the boundaries of the City's sphere of influence; (ii) the annexation of the Property to the City; (iii) certain proposed land uses for the Property; (iv) an amendment to the City's General Plan; and (v) possible agreements between the City and Developer regarding the development of the Property. (All such actions are collectively referred to herein as the "Project"). City is willing to cooperate with Developer in processing such applications only if Developer pays for all City costs, including City staff time, associated with the Project.

2. Upon the execution of this Agreement, Developer shall deposit with the City the initial amount of Thirty-Four Thousand and 00/100 DOLLARS (\$34,000.00) in the form of a cashier's check. Because of the scope of the Project, City shall create four separate accounts for the Project to assist in monitoring costs and shall allocate the initial deposit as follows:

a. City staff costs for processing the applications for amendment of the City's sphere of influence, annexation, oversight of outside consultants retained for the Project,



general plan amendment and other land use entitlements. \$9,000 (including \$5,000 previously deposited by Developer) shall be allocated to this account.

b. Contract planner services. City intends to enter into a contract for outside planning services with Carol Florence of Oasis Associates, Inc. specifically for the Project. This account shall be used to pay invoices from Oasis Associates, Inc. \$22,500 shall be allocated from the initial deposit.

c. Legal services associated with the Project, to be provided by Best Best & Krieger. This account shall be used to pay invoices from Best Best & Krieger for services specifically related to the Project. \$7,500 shall be allocated from the initial deposit.

d. Preparation of documentation for the Project pursuant to the California Environmental Quality Act ("CEQA"). Prior to entering into an agreement with a consultant for the preparation of CEQA documentation associated with the Project, City shall notify Developer of the amount required to be deposited.

Developer understands and acknowledges that the amount of the initial deposit will not be sufficient to pay for the City's costs associated with the Project. Upon written notice from the City, Developer agrees that it will, within five (5) business days of such notice, provide City with additional funds as specified by the City for the accounts established above. The amounts of such additional deposits shall be based on the City's good faith estimates of City's expenditures anticipated for the following two months. City shall provide Developer with information about the expenditures from each account. In the event, for any reason, the City's request for further payments from the Developer is not fully satisfied within five (5) business days of the request, the City reserves the right to cease work on the Project and to also advise its

consultants to cease work on the Project. The amounts deposited with City under this Section 2 are referred to hereinafter collectively as the "Funds."

3. Developer fully understands and agrees to each of the following:

a. The application itself, all factual data gathered in processing the application, and any planning or recommendations resulting therefrom (the "work product") shall be unconditionally the property of the City, within its full ownership and control. The Developer shall have no property right whatsoever in the work product. The City shall not be required, nor shall the City have a duty, except as may be required by law, to produce the work product for inspection by the Developer, nor to account for the work product to the Developer. However, Developer shall be entitled to obtain copies of such work product that is subject to disclosure under the Public Records Act (Government Code section 6250 *et seq.*).

b. Developer's advance of Funds shall not be contingent upon the hiring of any specific employee or consultant. The City reserves absolute discretion as to the selection, hiring, assignment, supervision and evaluation of any and all employees, contractors, or consultants that may be necessary to assist the City with the processing of the Project.

c. The Developer is expressly prohibited from directly or indirectly exercising supervision or control over any employee, agent, or consultant of the City engaged in the Project. The Developer and its agents or representatives, however, may provide information to the City or any employee, agent or consultant of the City, or seek information from the City or any employee, agent or consultant of the City with respect to the Project.

d. The Developer hereby represents and warrants that the Funds offered and accepted by the City under the terms of this Agreement are and shall be unencumbered and that their advance in no way violates the right of, nor is it subject to any claim of, any person.

4. If, after completion of the Project, any portion of the Funds has not been expended or committed for expenditure, the City shall return to the Developer such unexpended or uncommitted amount.

5. Each of the covenants, conditions and statements contained in this document was and is a material inducement to the City to accept the advance of Funds. But for the covenants, conditions and statements contained herein, and each of them, the City would not have accepted the Funds.

6. Each party acknowledges that this Agreement sets forth all covenants, promises, conditions and understandings between the parties regarding the advance of Funds and the uses thereof, and there are no promises, conditions or understandings, either oral or in writing, between the parties other than as set forth herein. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless reduced to writing and signed by all of them. Nothing in this Agreement shall be construed as a commitment on the part of the City or any other public entity to approve any of the applications being submitted and processed. The City shall have the right to exercise its full and independent legislative discretion in its consideration of any and all applications from Developer.

7. This Agreement shall be a public record of the City.

8. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any party to assign any right or obligation.

9. This Agreement is made under, and shall in all respects be interpreted, enforced and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this Agreement, the venue for any legal action shall be with the appropriate court in the County of San Luis Obispo, State of California.

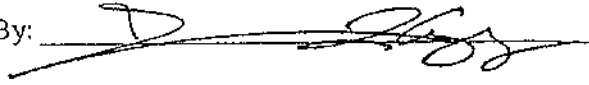
10. Should legal proceedings of any type arise out of this Agreement, the prevailing party shall be entitled to costs, attorneys' fees, and legal expenses, including but not limited to expert fees.

*[Signatures on following page]*

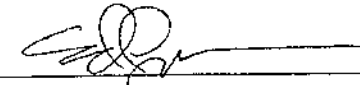
CITY:

City of El Paso de Robles

Dated: 4-26-11

By: 

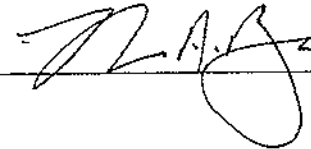
ATTEST:

  
\_\_\_\_\_

DEVELOPER:

Quorum Properties

Dated: 4-26-11

By:  V.P. Quorum Funds



# Exhibit B

# Exhibit B

**AGREEMENT FOR SERVICES OF INDEPENDENT CONSULTANT**  
Current Planning Project Processing and Related Services

**THIS AGREEMENT** (hereinafter referred to as "Agreement") is made by and between the City of El Paso de Robles, a political subdivision of the State of California (hereinafter referred to as "CITY") and Oasis Associates, Inc., having a principal place of business at 3427 Miguelito Court, San Luis Obispo CA 93401 (hereinafter referred to as "CONSULTANT"), wherein CONSULTANT agrees to provide 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. **DESIGNATED REPRESENTATIVE.** Ed Gallagher, City Planner, shall be the representative of CITY and will administer this Agreement for and on behalf of CITY. C.M. Florence, AICP, is the authorized representative for CONSULTANT. Changes in designated representatives shall be made only after advance written notice 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:** Ed Gallagher, City Planner  
City of Paso Robles  
1000 Spring Street  
Paso Robles, CA 93446  
Phone: (805) 237-3970  
Facsimile: (805) 237-3904  
e-mail: Ed@prcity.com

**CONSULTANT:** C.M. Florence, AICP  
Oasis Associates, Inc.  
3427 Miguelito Court  
San Luis Obispo, CA 93401  
Phone: (805) 541-4509  
Facsimile: (805) 546-0525  
e-mail: cmf@oasisassoc.com

or at such other address or to such other person as 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. **SCOPE OF SERVICES.** CONSULTANT agrees to provide services to CITY, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.



4. **TERM AND SCHEDULE.** CONSULTANT shall commence performance on April 27, 2011, and end performance on a date of mutual agreement between the parties, unless otherwise directed by CITY or unless this Agreement is earlier terminated. CONSULTANT shall perform the services promptly, diligently and in accordance with the schedule established by CITY.
5. **COMPENSATION OF CONSULTANT.** CONSULTANT shall receive compensation for services rendered under this Agreement at the hourly rate set forth in Exhibit "B" and in accordance with the terms of Exhibit "B" attached hereto and incorporated herein by reference. CONSULTANT shall submit to CITY a monthly invoice at the address shown above in Section 2 ("NOTICES"). The invoice shall specify the dates on which services were performed, the nature of the services rendered, and the amount of time spent performing the services on each date. Unless otherwise specified in Exhibit "B," payment shall be made within thirty (30) days of presentation of the invoice.
6. **INDEPENDENT CONSULTANT.** CONSULTANT shall perform all of its services under this Agreement as an independent contractor and not as an employee of CITY. CONSULTANT understands and acknowledges that it shall not be entitled to any of the benefits of an employee of CITY, including, but not limited to, vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation, protection of tenure, or any retirement plan(s).
7. **STANDARD OF PERFORMANCE.** CONSULTANT shall perform the services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONSULTANT represents that it possesses the skills, expertise, licenses, permits, qualifications, and approvals of whatever nature that are required to perform the services under this Agreement, and that such licenses, permits, and/or approvals shall be maintained throughout the term of this Agreement. All products of whatever nature which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a professional 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. Any permits and/or licenses necessary to perform the services required hereunder shall be obtained and maintained by CONSULTANT without additional compensation.
8. **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 of such paid taxes *plus* interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.
9. **CONFLICT OF INTEREST.** CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of services

under this Agreement. CONSULTANT further covenants that, in the performance of this Agreement, no person having any such interest shall be employed by CONSULTANT. CONSULTANT certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of CITY. It is expressly agreed that, in the performance of the services hereunder, CONSULTANT shall at all times be deemed an independent contractor and not an agent or employee of CITY.

10. **RESPONSIBILITIES OF CITY.** CITY shall provide to CONSULTANT all information reasonably necessary to CONSULTANT for performing the services required under this Agreement.
11. **OWNERSHIP OF DOCUMENTS.** CITY shall be the owner of the following items produced pursuant to this Agreement, whether or not completed: all data collected, all documents prepared, of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production, whether performance under this Agreement has been completed or if this Agreement has been terminated prior to completion. CONSULTANT shall not release any materials under this section except after prior written approval of CITY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of CITY. CITY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

CONSULTANT shall deliver to CITY all materials prepared by CONSULTANT in connection with this Agreement, including all drafts, memos, analyses and other documents, in paper and electronic form, within five (5) days of receiving a written request from CITY.

12. **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.
13. **INDEMNIFICATION AND INSURANCE.** CONSULTANT shall agree to defend, indemnify and hold harmless CITY and to procure and maintain insurance in accordance with the provisions of Exhibit "C" attached hereto and incorporated herein by reference.
14. **WORKER'S COMPENSATION.** CONSULTANT certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with such provisions before commencing the performance of the work under this Agreement.

15. **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.
16. **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 assign or to transfer this Agreement without such prior written consent shall be void and without legal effect and shall constitute grounds for terminating this Agreement.
17. **TERMINATION.** CITY reserves the right to terminate this Agreement for any reason by notifying CONSULTANT in writing seven (7) days prior to termination and by paying the compensation due and payable to the date of termination; provided, however, if this Agreement is terminated for fault of CONSULTANT, CITY shall be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of benefit to CITY. Said compensation is to be arrived at by mutual agreement of CITY and CONSULTANT and should they fail to agree, then an independent arbitrator is to be appointed and his decision shall be binding upon the parties.  
Upon such termination, CONSULTANT shall turn over to CITY immediately any and all copies of videotapes, studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT, and for which CONSULTANT has received reasonable compensation, or given to CONSULTANT in connection with this Agreement. Such materials shall become the permanent property of CITY. CONSULTANT, however, shall not be liable for CITY's use of incomplete materials or for CITY's use of complete documents if used for other than the project or scope of services contemplated by this Agreement.
18. **SECTION HEADINGS.** The headings of the several sections are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.
19. **SEVERABILITY.** If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
20. **REMEDIES NOT EXCLUSIVE.** 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.
21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.
22. **NO WAIVER OF DEFAULT.** No delay or omission by CITY in exercising any right or power arising from 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 or an acquiescence thereof; and every power and remedy granted to CITY by this

Agreement shall be exercised from time to time and as often as may be deemed necessary in CITY's sole discretion.

23. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement, including its attachments, 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 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.
24. **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 each party, its successors and assigns.
25. **COMPLIANCE WITH LAW.** CONSULTANT shall, at its sole cost and expense, comply with all applicable local, state, and federal laws, rules, and regulations with respect to the performance of the services rendered under this Agreement. The judgment of any court of competent jurisdiction that CONSULTANT has violated any such law, rule, and/or regulation, or the admission of CONSULTANT to that effect in any action or proceeding against it, whether CITY be a party thereto or not, shall be conclusive of that fact as between CONSULTANT and CITY.
26. **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 district court nearest to San Luis Obispo County, if in federal court.
27. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in 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.
28. **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 imposed 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 warrants that it has not breached the terms or conditions of any other contract or agreement to which CONSULTANT is obligated, which breach would have a material effect on this Agreement.
29. **PRECEDENCE.** In the event of a conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall control.

30. **FORCE MAJEURE.** Neither party shall hold the other responsible for damages or delays in performance caused by force majeure (acts of nature) or other events beyond the reasonable control of either party.
31. **CONSULTANT.** CONSULTANT understands and acknowledges that CITY may determine that CONSULTANT may be required, under the CITY's conflict of interest code and the regulations of the Fair Political Practices Commission, to file a Statement of Economic Interest (Form 700). In such event, CONSULTANT agrees to timely file such Form 700 with the CITY Clerk.

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

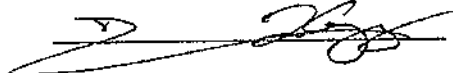
CONSULTANT

  
\_\_\_\_\_

C.M. Florence, AICP

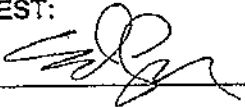
Date: April 26, 2011

CITY OF PASO ROBLES

  
\_\_\_\_\_

Date: 4-26-11

ATTEST:

  
\_\_\_\_\_

## EXHIBIT "A"

### Scope of Services:

Provide planning project processing and related services to the City of El Paso de Robles. Under the general supervision of the Community Development Director or his/her designee, perform land use planning work in the Community Development Department related to applications filed by Quorum Properties for a sphere of influence update, annexation, rezoning, general plan amendment, and development permit approvals to develop a resort and residential development near the junction of Highway 46W and South Vine Street. Project processing shall include management of the preparation of environmental documents. Perform other planning related work as directed by City's Representative, which shall include the items listed on the attachment to this Exhibit.



**CITY OF EL PASO DE ROBLES –  
CONTRACT PLANNING – QUORUM FUNDS  
General Plan Amendment/Rezone/Annexation/Tract Map & Conditional Use  
Permit  
20 April 2011**

---

**SCOPE OF SERVICES**

The following scope of services is anticipated to be performed during the initial six (6) months of providing contract planning services to the City. While we believe that the scope is a reasonable approximation of what can be accomplished, it is also dependent upon the provision of information and/or responses from the Applicant, the City and a variety of other entities and persons that may be involved in the Sphere of Influence/Annexation and entitlement processes. The work effort/product for some of these tasks can be completed concurrently.

- Program with City staff
- Conduct on site reconnaissance of project site
- Coordinate with City staff and Applicant to prepare consensus Pre-Annexation Agreement
- Review Applicant's application and determine "deemed complete"
- Program with Applicant
- Prepare Initial Study to scope the Environmental Impact Report ("EIR")
- Prepare Request for Proposal to prepare the EIR
- Review EIR proposals and select consultant
- Prepare EIR contract for review and approval by City Council
- Prepare strategic outreach effort and pursue, as required.
- Attend meetings/hearings, as required.
- Communicate and/or provide status reports to City staff, as required.

**EXHIBIT "B"**

**PAYMENT ARRANGEMENTS**

**Periodic Compensation (with attached Schedule of Fees)**

- A. CITY shall pay CONSULTANT for all services rendered. See attached professional rate sheet. CONSULTANT shall not be entitled to additional compensation or payment for expenses of any kind.
- B. Payment for services shall be made upon CONSULTANT's satisfactory performance, as determined by CITY, based upon the scope of services set forth in Exhibit "A." Invoices submitted to CITY for payment must contain sufficient detail to enable an audit of the charges, and CONSULTANT must be able to provide documentation to support each invoice.
- C. CITY shall not be responsible for reimbursement to CONSULTANT of costs for travel, meals, lodging, phones and other electronic devices, or equipment.
- D. CONSULTANT shall submit to the CITY's Designated Representative, as defined in Section 1 of the Agreement ("DESIGNATED REPRESENTATIVE"), a monthly invoice for the services performed over the period specified. The invoice must contain the information specified in Section 5 of the Agreement ("COMPENSATION OF CONSULTANT"). CITY's Designated Representative shall evaluate the services performed and, if found to be satisfactory, shall initiate payment processing. CITY shall pay invoices or claims for work that it found to be satisfactory, within thirty (30) days of presentation of the invoice. If CITY disputes any of CONSULTANT's fees, CITY shall give written notice to CONSULTANT of the disputed fees within thirty (30) days of receipt of an invoice.
- E. CITY's failure to discover or object to any unsatisfactory work or billing prior to payment shall not constitute a waiver of CITY's right to require CONSULTANT to correct such work or billing or to seek any other legal remedy.



Attachment to Exhibit "B"  
Schedule of Fees

OASIS ASSOCIATES, INC.  
• PROFESSIONAL FEE SCHEDULE •

PERSONNEL CHARGES - Hourly Rates

Principal Planner .....	\$150.00/hr.
Principal Landscape Architect .....	\$ 135.00/hr.
Senior Landscape Architect.....	\$ 105.00/hr.
Irrigation Designer .....	\$ 85.00/hr.
Construction Administrator .....	\$ 75.00 – 85.00/hr.
Landscape Designer II .....	\$ 80.00 – 90.00/hr.
Landscape Designer I .....	\$ 65.00 – 75.00/hr.
Associate Planner II .....	\$ 85.00 – 95.00/hr.
Associate Planner I .....	\$ 65.00 – 75.00/hr.
Technical/Administrative Assistant .....	\$ 55.00 – 70.00/hr.

**DIRECT CHARGES**

Charges or special outside services, equipment and facilities not furnished directly by OASIS ASSOCIATES, INC. will be billed at cost plus 15 percent (15%). Such charges may include, but shall not be limited to, the following services:

Printing and photographic reproduction	Permit Fees
Postage/Shipping charges	Sub-Consultants
Telecommunication	Facsimile

*NOTE: Rates are subject to change from time to time to reflect increased costs.*

## EXHIBIT "C"

### STANDARD INDEMNIFICATION PROVISION

#### INDEMNIFICATION

CONSULTANT shall defend, indemnify and save harmless CITY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorneys' fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the other independent Consultants directly responsible to CONSULTANT; except those claims, demands, damages, costs, expenses (including attorneys' fees), judgments or liabilities resulting solely from the negligence or willful misconduct of CITY. With respect to any and all claims, demands, damages, costs, expenses (including attorneys' fees), judgments or liabilities arising from the joint or concurrent negligence of CONSULTANT and CITY, each party shall assume responsibility in proportion to the degree of its respective fault as determined by a court of competent jurisdiction.

CONSULTANT shall notify CITY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

#### INSURANCE

A. Time for Compliance. CONSULTANT shall not commence work under this Agreement until it has provided evidence satisfactory to CITY that it has secured all insurance required under this Exhibit "C." In addition, CONSULTANT shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to CITY that the subconsultant has secured all insurance required under this Exhibit "C."

B. Minimum Requirements. CONSULTANT shall, at its expense, procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement by CONSULTANT, its agents, representatives, employees or subconsultants. CONSULTANT shall also require all of its subconsultants to procure and maintain the same insurance for the duration of this Agreement. Such insurance shall meet at least the following minimum levels of coverage:

1. Minimum Scope of Insurance: Coverage shall be at least as broad as the latest version of the following: (a) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (b) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (c) *Worker's Compensation and Employer's Liability:* Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
2. Minimum Limits of Insurance: CONSULTANT shall maintain limits of no less than: (a) *General Liability:* \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other

form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (b) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (c) *Worker's Compensation and Employer's Liability*: Worker's Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

Insurance Endorsements. The insurance policies shall contain the following provisions, or CONSULTANT shall provide endorsements on forms supplied or approved by CITY to add the following provisions to the insurance policies:

3. General Liability. The general liability policy shall be endorsed to state that (a) CITY, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the work under this Agreement or operations performed by or on behalf of CONSULTANT, including materials, parts or equipment furnished in connection with such work; and (b) the insurance coverage shall be primary insurance as respects CITY, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of CONSULTANT's scheduled underlying coverage. Any insurance or self-insurance maintained by CITY, its directors, officials, officers, employees, agents, and volunteers shall be excess of CONSULTANT's insurance and shall not be called upon to contribute with it in any way.
4. Automobile Liability. The automobile liability policy shall be endorsed to state that: (a) CITY, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by CONSULTANT or for which CONSULTANT is responsible; and (b) the insurance coverage shall be primary insurance as respects CITY, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of CONSULTANT's scheduled underlying coverage. Any insurance or self-insurance maintained by CITY, its directors, officials, officers, employees, agents, and volunteers shall be excess of CONSULTANT's insurance and shall not be called upon to contribute with it in any way.
5. Worker's Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against CITY, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by CONSULTANT.
6. All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (a) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CITY; and (b) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to CITY, its directors, officials, officers, employees, agents, and volunteers.

C. Separation of Insureds; No Special Limitations. All insurance required by this Exhibit "C" shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to CITY, its directors, officials, officers, employees, agents, and volunteers.

D. Deductibles and Self-insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by CITY. CONSULTANT shall guarantee that, at the option of CITY, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its directors, officials, officers, employees, agents, and volunteers; or (b) CONSULTANT shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to CITY.

F. Verification of Coverage. CONSULTANT shall furnish CITY with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to CITY. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by CITY if requested. All certificates and endorsements must be received and approved by CITY before work commences. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Reporting of Claims. CONSULTANT shall report to CITY, in addition to CONSULTANT's insurer, any and all insurance claims submitted by CONSULTANT in connection with the services rendered under this Agreement.

# Exhibit C

# Exhibit C

**CONSULTANT SERVICES AGREEMENT  
(AECOM)**

THIS AGREEMENT, made this 14<sup>th</sup> day of October, 2013, by and between the CITY OF EL PASO DE ROBLES, California (hereinafter referred to as "CITY"), and AECOM (hereinafter referred to as "CONSULTANT").

**WITNESSETH:**

WHEREAS, CITY desires to retain a qualified individual, firm or business entity to provide the following professional services:

**Preparation of an Environmental Impact Report (EIR) for the proposed Paso  
Robles Gateway Project**

WHEREAS, CITY desires to engage CONSULTANT to provide services by reason of its qualifications and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. **CONTRACT COORDINATION**

a. **CITY**. Susan DeCarli, the City Planning Manager, shall be the representative of CITY and Project Manager for all purposes under this Agreement.

b. **CONSULTANT**. CONSULTANT shall assign a single Contract Manager to have overall responsibility for the progress and execution of this Agreement for CONSULTANT. John Larson is hereby designated as the Contract Manager for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Contract Manager for any reason, the Contract Manager designee shall be subject to the prior written acceptance and approval of the CITY's Contract Manager. CONSULTANT's

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Contract Team is further described in Exhibit "A" attached hereto and incorporated herein by this reference. The individuals identified and the positions held as described in Exhibit "A" shall not be changed except by prior approval of CITY.

2. **DUTIES OF CONSULTANT**

a. **Services to be furnished.** CONSULTANT shall provide all specified services as set forth in the "Scope of Services", attached hereto as Exhibit "B" and incorporated herein by this reference.

b. **Laws to be observed.** CONSULTANT shall:

(1) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by CONSULTANT under this Agreement;

(2) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in CONSULTANT's performance under this Agreement, or the conduct of the services under this Agreement;

(3) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above.

(4) Immediately report to the CITY's Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.

c. **Release of reports and information.** Any digital information, reports, studies, data, or other material given to, or prepared or assembled by, CONSULTANT under this Agreement shall be the property of CITY and shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the CITY's Contract Manager.

d. Copies of digital information, reports, studies and exhibits. If CITY requests additional copies of digital information, reports, studies, exhibits, specifications, or any other material in addition to what the CONSULTANT is required to furnish in limited quantities as part of the services under this Agreement, CONSULTANT shall provide such additional copies as are requested, and CITY shall compensate CONSULTANT for the costs of duplicating of such copies at CONSULTANT's direct expense.

e. Qualifications of CONSULTANT. CONSULTANT represents that it has the professional and technical personnel required to perform the services described in this Agreement. In addition, if required by law, it holds or shall obtain all necessary permits to perform the work and to furnish the services described under this Agreement.

f. CONSULTANT an independent contractor. CITY retains CONSULTANT on an independent contractor basis and not as an employee. All personnel performing the services under this Agreement on behalf of CONSULTANT shall also not be employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this Agreement.

### 3. DUTIES OF CITY

CITY agrees to cooperate with CONSULTANT as necessary and appropriate. CITY staff will meet with the CONSULTANT's representatives as may be scheduled and will provide reasonable assistance in terms of providing any available information or documents, as needed and requested by CONSULTANT.

### 4. COMPENSATION

The CONSULTANT will perform the work in phases as described in the Performance Schedule, attached hereto as Exhibit "D" and incorporated herein by reference. If



separate phases are not indicated on said exhibit, then all work to be performed by **CONSULTANT** shall be considered to be included in a single phase.

**CONSULTANT** shall bill **CITY** on upon completion of the milestones identified in Exhibit "A". The billings shall set forth the designated items of work for which the billings are submitted. **CITY** will pay this bill(s) within 30 days of receipt. The **CONSULTANT** may not charge more than the amount shown in Exhibit "A" without prior approval of the **CITY**'s Contract Manager and shall be based on the Cost Estimate and Billing Rates attached hereto as Exhibit "C" and incorporated herein by reference.

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

Project scheduling shall be as described in the Performance Schedule, attached hereto as Exhibit "D," unless revisions to the Performance Schedule are approved by the **CITY**'s Contract Manager and **CONSULTANT**'s Contract Manager.

Time extensions may be allowed for delays caused by **CITY**, other governmental agencies, or factors not directly brought about by the negligence or lack of due care on the part of the **CONSULTANT**.

6. **TERMINATION**

a. **Right to suspend or terminate.** This Agreement and all obligations hereunder may be terminated, with or without cause by either party upon written notice to the other party. In the event of such termination **CONSULTANT** shall not be entitled to any additional compensation over that already paid or owing to it up to the date of termination, it being understood that any payments are full compensation for services rendered prior to the time of payment, provided however, that **CONSULTANT** shall be entitled to compensation for work in progress at the time of termination.

b. **Return of materials.** Upon such termination, **CONSULTANT** shall turn over to the **CITY** immediately any and all copies of digital information, studies, reports, exhibits, computations, and other data, whether or not completed, prepared by **CONSULTANT**, and for

which CONSULTANT has received reasonable compensation, or given to CONSULTANT in connection with this Agreement. Such materials shall become the permanent property of CITY. CONSULTANT, however, shall not be liable for CITY's use of incomplete materials or for CITY's use of complete documents if used for other than the project or scope of services contemplated by this Agreement.

7. INSPECTION

CONSULTANT shall furnish CITY with every reasonable opportunity for CITY to ascertain that the services of CONSULTANT are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the CITY's Contract Manager's inspection and approval. The inspection of such work shall not relieve CONSULTANT of any of its obligations to fulfill its Agreement as prescribed.

8. OWNERSHIP OF MATERIALS

All original materials, digital information, drawings and other materials prepared by or in possession of CONSULTANT pursuant to this Agreement shall become the permanent property of the CITY, and shall be delivered to the CITY upon demand.

9. ASSIGNMENT: SUBCONTRACTORS: EMPLOYEES

This Agreement is for the performance of planning services of the CONSULTANT and is not assignable by the CONSULTANT without prior consent of the CITY in writing. The CONSULTANT may employ other specialists to perform services as required with prior approval by the CITY.

10. NOTICES

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

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Consultant Services Agreement (AECOM)

**CITY:**

Community Development Department  
City of Paso Robles  
1000 Spring Street  
Paso Robles, CA 93446  
Attn: Susan DeCarli

**CONSULTANT:**

AECOM  
1194 Pacific Street, Suite 204  
San Luis Obispo, CA 93401  
Attn: John Larson

11. **INTEREST OF CONSULTANT**

**CONSULTANT** covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. **CONSULTANT** further covenants that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. **CONSULTANT** certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of **CITY**. It is expressly agreed that, in the performance of the services hereunder, **CONSULTANT** shall at all times be deemed an independent contractor and not an agent or employee of **CITY**.

12. **INDEMNITY**

**CONSULTANT** hereby agrees to indemnify and save harmless **CITY**, its officers, agents and employees of and from:

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Consultant Services Agreement (AECOM)

a. Any and all claims and demands which may be made against CITY, its officers, agents, or employees by reason of any injury to or death of or damage to any person or corporation caused by any negligent act or omission of CONSULTANT under this Agreement or of CONSULTANT's employees or agents;

b. Any and all damage to or destruction of the property of CITY, its officers, agents, or employees occupied or used by or in the care, custody, or control of CONSULTANT, or in proximity to the site of CONSULTANT's work, caused by any negligent act or omission of CONSULTANT under this Agreement or of CONSULTANT's employees or agents;

c. Any and all claims and demands which may be made against CITY, its officers, agents, or employees by reason of any injury to or death of or damage suffered or sustained by any employee or agent of CONSULTANT under this Agreement, however caused, excepting, however, any such claims and demands which are the result of the sole negligence or willful misconduct of CITY, its officers, agents, or employees;

d. Any and all claims and demands which may be made against CITY, its officers, agents, or employees by reason of any infringement or alleged infringement of any patent rights or copyrights or claims caused by the use of any apparatus, appliance, or materials produced or furnished by CONSULTANT under this Agreement; and

e. Any and all penalties imposed or damages sought on account of the violation of any law or regulation or of any term or condition of any permit, when said violation of any law or regulation or of any term or condition of any permit is due to negligence on the part of the CONSULTANT.

f. **CONSULTANT**, at its own cost, expense, and risk, shall defend **CITY** from any and all claims, demands, suits, actions, or other legal proceedings, including those to enforce any penalty that may be brought against **CITY**, its officers, agents or employees, and pay and satisfy any judgment or decree that may be rendered against **CITY**, its officers, agents, or employees in any such suit, action or other legal proceeding, when same were due to negligence of the **CONSULTANT**.

13. **INSURANCE REQUIREMENTS**

a. **Types of Insurance Required.** Without limiting **CONSULTANT**'s indemnification of **CITY**, and prior to commencement of Work, **CONSULTANT** shall obtain, provide and maintain at its own expense, during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to **CITY**.

(i) **General liability insurance.** **CONSULTANT** shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, 2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

(ii) **Automobile liability insurance.** **CONSULTANT** shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily

injury and property damage for all activities of the **CONSULTANT** arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

(iii) **Professional liability (errors & omissions) insurance.** **CONSULTANT** shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and **CONSULTANT** agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

(iv) **Workers' compensation insurance.** **CONSULTANT** shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). **CONSULTANT** shall submit to **CITY**, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of **CITY**, its officers, agents, employees and volunteers.

b. Other provisions or requirements

(i) **Proof of insurance.** **CONSULTANT** shall provide certificates of insurance to **CITY** as evidence of the insurance coverage required herein, along with a waiver of

subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by CITY's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

(ii) **Duration of coverage.** CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, its agents, representatives, employees or subconsultants.

(iii) **CITY's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this Agreement.

(iv) **Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or

higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's Risk Manager.

(v) **Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against CITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(vi) **Enforcement of contract provisions (non estoppel).** CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

(vii) **Requirements not limiting.** Requirements of specific coverage features or limits contained in this section 13 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to



a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(viii) **Notice of cancellation.** CONSULTANT agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(ix) **Additional insured status.** General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

(x) **CITY's right to revise specifications.** The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the CITY and CONSULTANT may renegotiate CONSULTANT's compensation.

(xi) **Self-insured retentions.** Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be

eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by CITY.

(xii) **Timely notice of claims.** CONSULTANT shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(xiii) **Additional insurance.** CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

14 **AGREEMENT BINDING**

The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

15. **WAIVERS**

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provision, ordinance, or law shall not be deemed to be a waiver of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may

become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

16. **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.

17. **DISCRIMINATION**

No discrimination shall be made in the employment of persons under this Agreement because of the race, color, national origin, ancestry, religion or sex of such person.

If **CONSULTANT** is found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of this Agreement, it shall thereby be found in material breach of this Agreement. Thereupon, **CITY** shall have the power to cancel or suspend this Agreement, in whole or in part, or to deduct from the amount payable to **CONSULTANT** the sum of Twenty-five Dollars (\$25) for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract, or both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this paragraph.

If **CONSULTANT** is found in violation of the nondiscrimination provisions of this Agreement or the applicable affirmative action guidelines pertaining to this Agreement, **CONSULTANT** shall be found in material breach of the Agreement. Thereupon, **CITY** shall have the power to cancel or suspend this Agreement, in whole or in part, or to deduct from the amount payable to **CONSULTANT** the sum of Two Hundred Fifty Dollars (\$250) for each calendar day during which **CONSULTANT** is found to have been in such noncompliance as damages for said breach of contract, or both.

18 **AGREEMENT CONTAINS ALL UNDERSTANDINGS**

This document (including all exhibits referred to above and attached hereto) represents the entire and integrated Agreement between **CITY** and **CONSULTANT** and supersedes all prior negotiations, representations, or Agreements, either written or oral. This document may be amended only by written instrument, signed by both **CITY** and **CONSULTANT**. All provisions of this Agreement are expressly made conditions. This Agreement shall be governed by the laws of the State of California.

*[signatures on following page]*

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

AECOM

By: *Roman Gordon*, OPERATIONS MANAGER

CITY OF PASO ROBLES

By: *[Signature]*

ATTEST:

*[Signature]*

Dennis Fansler  
City Clerk

The consultant understands and agrees that by entering into this contract, a statement of economic interests may be required to be filed, as required by the City's Conflict of Interest Code and the provision of the Political Reform Act (Govt. Code Section 81000 et seq.).

**EXHIBIT "A"**

1. **CONSULTANT's Contract Team:**

- a. John Larson, Project Manager
- b. Laura Kaufman, AICP, EIR Team Leader

2. **Payment Schedule:**

**Total Compensation: \$232,784.00**

**Payment Schedule upon Completion of following Milestones:**

MILESTONE	% of CONTRACT	PAYMENT AMOUNT
Execution of Contract	10%	\$ 23,278.00
Complete/Acceptable ADEIR	30%	\$ 69,835.00
Acceptable DEIR & Planning	30%	\$ 69,835.00
Commission Public Hearing		
Acceptable FEIR	20%	\$ 46,558.00
Final Mtgs/Hearings	10%	\$ 23,278.00
TOTAL	100%	\$ 232,784.00

**EXHIBIT B**  
**SCOPE OF SERVICES**

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# 05

## Scope of Work

### A. PROJECT MEETINGS + MANAGEMENT

#### A-1. Project Initiation Meeting

Attend project initiation meeting. AECOM will attend a kick-off meeting with staff from the City Community Development Department, to introduce the project team, establish the main communications contacts and procedures for agencies and other team members, and to review the major steps in the scope of work. This meeting will be attended by the AECOM Project Manager, EIR Team Leader and other key staff primarily to establish successful communication and coordination. Additional items that are recommended for review to provide a common understanding regarding the project include:

- Review of Project Objectives, with emphasis on their relationship to implementation of the City General Plan from the City perspective as CEQA Lead Agency
- Review peer review process for using the existing technical studies, CEQA Initial Study, and related documents prepared for the project. (see box)
- Major steps in the Scope of Work and Schedule, and roles of responsible and reviewing agencies
- Availability of background data, including AutoCAD filed for existing topography and grading

#### A-2. Other Project Meetings and Hearings

Attend up to 13 subsequent project team meetings, public meetings, or hearings, as listed below. The Project Manager would attend all of these meetings and the EIR Team Leader and major task leaders would attend as necessary.

- Site Visit and orientation (may be combined with A.1.)
- Agency and Public Scoping Meeting for EIR
- Evaluation of results from peer-review of Project Description, Initial Study, and existing studies

- Progress Meeting - Review of major issues (approximately halfway through Admin. Draft EIR preparation)
- Review of City staff revisions for Administrative Draft EIR (followed by screencheck Draft EIR)
- Agency/Public meeting during Public Review of Draft EIR
- Review of agency and public comments at end of Public Review
- Progress Meeting - confirm revisions for Final EIR resulting from Public Review
- Review of City staff revisions for Response to Comments and Final EIR
- Public Hearings - up to four hearings (may include Planning Commission, City Council, LAFCO)

For the public meeting and hearings noted above, the AECOM CEQA Project Manager will attend and will be prepared to make brief presentations regarding the major conclusions of the EIR as appropriate, and to answer questions related to the EIR preparation and its conclusions.

The need for any given meeting, or the specific topics covered may be adjusted to suit the needs of the project, but the above list presents a reasonable estimate for initial budgeting purposes. Additional informal communication will be maintained between the AECOM Project Manager and City representatives. These will include phone calls, informal meetings, and e-mail as appropriate.

For any communications with outside agencies, the City Project Manager will be contacted first so that all project-related information is coordinated through the City.



### A-3. Project Management

Maintain regular coordination and management of the team and project-related documents through completion of the following tasks by the Project Manager:

- Make all project assignments, establish schedules and budgets with milestones for work completion, prepare/review health and safety plan for fieldwork, and define communication procedures and other systems for overall management of the project.
- Provide section outline, CEQA Guideline and City CEQA procedures and requirements for team members, and provide writing guidance and editorial direction for composition of EIR sections.
- Communicate regularly with internal team members to ensure they have required information and understanding to complete analyses and subtasks as assigned.
- Perform weekly review of staff effort expended and work performed, and track against scope of work and budget to identify any problem areas and adjustments necessary to maintain scheduled progress.
- Provide monthly progress reports via short written notes to Client regarding work performed, and any issues affecting the project schedule or budget.
- Provide for internal quality management reviews by selecting independent technical reviewers and following other AECOM quality review procedures.
- Facilitate communications among team members and with responsible and review agency staff, and ensure Client awareness and involvement with all agency communications.
- Maintain files, job records, report copies, and other project-related information consistent with AECOM policies.

### B. PEER REVIEW OF APPLICANT TECHNICAL STUDIES

Provide peer review for purposes of incorporating existing information into the EIR of each technical study provided by the applicant and/or City. These reviews will be documented on forms provided by the City. For each peer review, the results will identify (1) the City General Plan policy, ordinance, agency guideline document, or other requirement that sets the standard of information for the technical study, (2) any specific additional information that should be provided by the applicant to facilitate preparation of the EIR. For example, it may be appropriate to conduct additional spring time surveys for specific sensitive plants, to augment the limited data from past work.

Compliance with agency guidelines and requirements is part of the substantial evidence, along with other references and accepted analytical procedures, to support the conclusions that will be presented in the EIR. The focus of the peer review for each topic will be on identifying project impacts and mitigation measures, and the implementation procedures for the mitigation measures so these can be presented in the EIR and easily incorporated into conditions of approval for the project. This peer-review task is expected to include the following topics and reports:

#### B-1. Agriculture + Forestry Resources (*Jenifer King*)

General Plan Open Space Element, NRCS Soil Survey maps and tables, Viticulture Climate Description, Planting Zone Descriptions, Tree Preservation Plan for Furlotti Wilmar Place Crossing, Sod Farm Tree Protection Plan, City Oak Tree Ordinance and Evaluation Guidelines.

#### B-2. Biological Resources (*Wayne Vogler*)

Constraints maps for vegetation and wildlife, Project Mitigation Memo and/or biological survey report for project, Caltrans Natural Environment Study, tree preservation plans, storm water control plan.

#### B-3. Cultural Resources (*Danielle Flowers*)

Archaeological and Paleontological Resources Assessment.

#### B-4. Geology and Soils

##### (*Carmen Caceres-Schnell*)

General Plan safety Element, Geotechnical Feasibility, Geologic Hazards Study and Percolation Test Results.

#### B-5. Hazards and Hazardous Materials (Chris Osburn)

General Plan Safety Element, Asbestos and Lead Inspection Reports.

#### B-6. Population Housing (Caitlin Miller)

General Plan Land Use and Housing Elements, Initial Study.

#### B-7. Transportation/Traffic (Michael Arizabal)

General Plan Circulation Element, Paso Robles Gateway Traffic and Circulation Study, Theater Drive Relocation Project Traffic and Circulation Study.

#### B-8. Utilities / Service Systems (John Larson + Caitlin Miller)

Water Demand and Waste Water Calculations, Urban Water Management Plan, LAFCO Municipal Service Review and supporting documents, City Water and Sewer Master Plans, Water Supply Assessment, Wastewater Collection system study.

### C. PREPARATION OF ADDITIONAL TECHNICAL STUDIES + ENVIRONMENTAL ANALYSIS SECTIONS

Prepare remaining environmental analysis studies and EIR sections. Several of the EIR topics will require computations or technical material that is appropriately placed in appendices, in order to make the EIR itself easier to read for the public and for decision makers. These topics include Air Quality, Greenhouse Gas Emissions, and Noise. In addition, an updated Phase I Environmental Site Assessment will be prepared as an appendix to incorporate the previous hazardous material surveys and updated information from public records related to this topic. Other issues (including Aesthetics, Hydrology / Water Quality, Land Use / Planning, and Public Services) may be addressed entirely within the body of the EIR. Regardless of whether the topic involves an appendix or not, all of the analyses will be prepared following the same prescriptions noted above in the peer-review task. That is, each report or EIR section will identify the General Plan policy, regulatory requirement or other guideline that is used in the analysis, and each will provide an evaluation of project effects to identify impacts and mitigation measures that can be incorporated into project conditions of approval. These environmental analyses will address short-term effects of construction and the longer term effects

of the project after it is developed. As appropriate, cumulative effects of this project in conjunction with other projects in the City or effects described in regional projections will also be discussed.

#### C-1. Aesthetics (Garrett Avery)

Review background documents related to this issue (City Gateway Design Guidelines, Project Description information, plans and drawings, Caltrans Visual Impact Assessment, U.S. Highway 101/State Route 46 West Interchange Improvement Project (2009), City General Plan Conservation Element (2003)) to identify resources, policies, and techniques to use in analysis.

Identify up to six Key Observation Points to prepare photosimulations of the project appearance, and conduct field visits to obtain photographs from each location and a description of views and uses present at each.

Prepare photosimulations based on AutoCAD files of project grading and architecture provided by the applicant. If details of architectural appearance of buildings, landscaping, and other structures are not provided, then they will be approximated based on project description information and compliance with City design guidelines. Review photosimulations with the City, and accomplish any necessary adjustments, before proceeding with the visual assessment.

Prepare mapping and description of viewshed – areas from which the project site is visible, with particular attention to visual corridor and gateway locations identified in the General Plan and related documents.

Prepare assessment of visual effects, based in general on the methodology used by the Caltrans visual assessment. The precise steps from this method (by the Federal Highway Administration) may not be used, but the general approach of assessing effects based on a combination of the intrinsic nature of the views to the property (vividness, intactness, and unity in the FHWA procedure) along with the expectations or responses of viewers who see the property (viewer activity, awareness, local values). The details in the approach may be adjusted to reflect and address City policies more effectively. If potential visual impacts are identified, then mitigation measures involving building placement, height, massing, landscaping, and other design measures will be described along with their feasibility in the context of the project condition, grading requirements, and applicable City policies and objectives.

### C-2. Air Quality (*Michael Conrardy*)

Review background documents related to air quality, including the APCD Clean Air Plan, recent ambient air quality monitoring data available from the California Air Resources Board, project traffic impact analysis, project description and construction phasing, the APCD CEQA Air Quality Handbook, and other recent air quality assessments for projects in the region.

Prepare list of assumptions, sources of data, model default values, and other input parameters for use in the CalEEMOD emissions inventory procedure. In consultation with the City, contact APCD staff to review and revise input assumptions to reflect local practice.

Either obtain an inventory of equipment and timing expected for the construction phases of the project, or use default procedures in CalEEMOD to prepare this information.

Prepare emissions inventory using CalEEMOD, with manual supplements for some sources if necessary, to estimate (a) construction related emissions of criteria pollutants (emphasis on ozone precursors [reactive organic compounds and nitrogen oxides], and fine particulates) and related greenhouse gas emissions, and (b) long-term emissions from the project, including vehicle travel, energy use, and other sources.

Prepare air quality impact assessment, based on APCD criteria and procedures. Identify any potential significant impacts, and reasonable mitigation measures drawn from APCD recommendations and precedents. Include background information regarding climate and air quality conditions; potential adverse effects of criteria pollutants; regulatory programs including both technical source reduction measures and land use and transportation planning measures that are part of the regional effort to reduce air pollution; as well as the project specific and cumulative effects and mitigation measures. Address the potential for Naturally Occurring Asbestos (NOA) to be encountered during grading, and identify the APCD procedures for minimizing the potential adverse effects of NOA.

### C-3. Greenhouse Gas Emissions + Climate Change (*Michael Conrardy*)

Review background documents related to this issue, including applicable Climate Action Plans, energy conservation programs, Sustainable Community Strategies and Regional Transportation Plan work, and the updated CEQA Guidelines Handbook from APCD

that includes direction and criteria for addressing greenhouse gas effects.

Prepare emissions inventory for greenhouse gases, addressing both the construction and post-development phases of the project.

Prepare evaluation of greenhouse gas effects – both in terms of the project effects relative to applicable criteria, and the general effects related to climate change that may influence the area. Include applicable mitigation measures, such as design measures to maximize energy conservation, mechanisms to promote alternative transportation modes. Since the project is a land development activity (as opposed to an industrial source) the evaluation will be based upon compliance with greenhouse gas reduction strategies. Criteria for this evaluation are based on the estimated emission rate per “service population” (i.e. residents plus employees) or a related efficiency threshold. These values will be determined for the project, and applicable reduction measures will be identified based on APCD and regional planning efforts.

### C-4. Hydrology/Water Quality (*Robert Wilson*)

Review background documents including the current Paso Robles Groundwater Basin reports, City water master plan, prior evaluations for agricultural use of groundwater on the project site (Cleath and Associates), and water supply assessment information for this project provided by the City. This information will include the description of the project location at the westernmost edge of the mapped Paso Robles Groundwater Basin, within the Atascadero Subbasin.

Identify overall patterns of groundwater use and the status of water acquisition from the Nacimiento Reservoir, upgrade of the City water treatment plant, and potential future allocation of additional water from this source to serve the potable needs of the project, without increasing groundwater withdrawals.

Obtain background information related to general water quality issues from the Central Coast Regional Water Quality Control Board Basin Plan, and prior studies on the project site and in the vicinity.

Review stormwater management requirements set forth in the applicable General Permit for Stormwater Discharges from construction activities, and post-development stormwater management design measures consistent with Low Impact Development practices.

Prepare the hydrology and water quality section of the EIR to address groundwater use issues related to agricultural development and water quality issues related to grading and construction, and the long term development pattern of the project. Include appropriate references to the Utilities section of the EIR to address potable water provision, potential use of recycled water in the City, and related issues.

#### C-5. Land Use/Planning (*Laura Kaufman*)

Review previous land use and planning studies, particularly the municipal service review and related planning work by LAFCO in anticipation of the future Sphere of Influence amendment to include this project. Identify other applicable planning policies from the City General Plan Land Use Element, Purple Belt and Gateway Design guidelines, Conservation and Open Space Elements.

Prepare the land use analysis section, identifying the specific current items (maps, policies) with which development of the project would be inconsistent. Describe the approvals and actions proposed to secure appropriate amendments to the City Sphere of Influence, General Plan, zoning, and other planning documents in order to achieve compliance with planning goals, objectives, and policies. Since the presentation of this material involves identification and interpretation of major planning policies and past work by the City, close coordination with City staff will be sought in developing this discussion.

#### C-6. Noise (*Jason Mirise*)

Review City Noise Element, ordinances, and policies related to noise levels and land use compatibility. Review prior Caltrans Noise Study Report (2007), which includes ambient noise measurements on the property at two long-term locations, one short-term location, and two modeled receiver locations. Review the project traffic impact analysis, and consult with the project traffic engineers as necessary to identify current and future traffic volumes for purposes of noise modeling.

Conduct a site visit and obtain short-term ambient noise measurements at the locations proposed for the future hotel uses nearest the noise sources (US Highway 101 and SR 46). The purpose of the noise measurements will be to help confirm the accuracy of noise modeling procedures for this location. (This work will be done by John Larson from the San Luis Obispo office, to minimize field expenses.)

Prepare estimates of current and future noise levels associated with Highway 101 and Highway 46 in the

project area using the current version of the FHWA's Traffic Noise Model, in use by Caltrans (TNM 2.5). Traffic input assumptions will differ from those used by Caltrans. This is because Caltrans noise assessment criteria are based on Hourly Equivalent Noise Levels (Leq) associated with peak hour traffic volumes, while the City Noise Element criteria are based on the 24-hour Community Noise Equivalent Level (CNEL). This difference in approach is common in noise studies, and standard assumptions for the hourly distribution of Average Daily Traffic (ADT) volumes between daytime, evening, and nighttime hours will be used in the analysis. The most current data for truck traffic on the highways will also be used. Based on the Caltrans results, and the distance between the proposed hotel uses and the highway, it is not likely that long-term noise impacts will be significant.

Prepare estimates of current and future traffic noise levels, with and without the project traffic contribution, for arterial and collector roadways segments in the project vicinity. Assess the significance of project-related traffic noise level increases at existing noise-sensitive uses based on the City's Noise Element and applicable noise level increase criteria.

Prepare estimates of construction noise levels, and how they will affect the nearest existing (or potential) residential or other sensitive uses. Include an evaluation of how future construction activities within subsequent phases of the project may affect transient lodging use in the early phases. Identify appropriate construction noise mitigation measures, drawn from City policies and from Caltrans recommendations, if necessary.

Prepare the Noise section of the EIR, and include tabulations of modeling assumptions, input-output data, and related technical information in a separate appendix.

#### C-7. Public Services (*Caitlin Miller*)

In conjunction with preparation of the Land Use section, review the LAFCO municipal services review and related planning documents – including the City Safety Element (police service standards, wildland and urban fire response issues), Parks and Recreation Element (park design standards), and other documents related to the provision of City services. The specific issue to be identified is whether or not development of the project as proposed will lead to the need for new City service facilities, the construction of which may

have additional significant effects outside of the scope of the project itself.

While coordinating with City staff, contact representatives from the City Police and Fire service agencies to solicit input regarding the effects of the project. Alternatively, City staff may wish to initiate this contact but the goal of the communication would be the same.

Identify the existing laws, funding mechanisms, and other provisions to help ensure the provision of services (schools, police and fire response service, parks and recreation facilities) concurrent with their need. Include reference to the discussion of wildland fires in the Hazards section of the EIR.

Prepare the EIR environmental analysis for this section, identifying the likely demands of the project for increased services, and how the demand will affect City and other agency facilities. Mitigation measures drawn from existing regulations will be identified. If additional project-specific measures are also identified through consultation with the affected agencies, these will be reviewed with City staff and included as appropriate.

#### C-8. Hazards and Hazardous Materials (Chris Osburn)

Review background information regarding potential hazards associated with the City in general and with the project site. These documents include the General Plan Safety Element, Local Hazard Mitigation Plan, wildfire mapping, and related documents. The wildfire hazard on the property is mapped as low to moderate, as is the case with most of the City. There are no recorded releases of hazardous material on or near the property. Previous studies indicated typical occurrences of asbestos (in some flooring tile) and lead paint (on some exterior surfaces) in structures to be demolished on the property, and it is possible that similar hazards exist in association with other remains on the property that would be removed prior to development. Obtain current information and recommendations from County Health Department related to Valley Fever occurrence, potential exposures during ground disturbance, and appropriate measures to control worker and public exposure.

Obtain permit records, occurrence records, and related hazardous material data from data base firm that maintains this information. In coordination with City staff, contact the County Environmental Health Division, Central Coast Regional Water Quality Control Board, and Fire Department, to obtain records, if

any, of previous discharges or permitted amounts of hazardous substances on or near the property.

Perform brief site visit to help describe the general conditions of the property. This site visit will be limited to standard practice associated with a Phase I Environmental Site Assessment, and will not include any surface or subsurface investigation, or any sampling. Locations or features of potential concern will be identified, along with recommendations for additional study prior to demolition or grading, as appropriate.

In consultation with City staff, contact current property owner or representative to obtain information regarding past and current uses on the property

Prepare hazards and hazardous section of the EIR, and prepare Phase I Site Assessment to be included as an EIR Appendix. The Phase I ESA will be prepared in accordance with federal procedures that reference ASTM protocols for this work (ASTM E1527-05).

#### D. PREPARATION OF REMAINING EIR SECTIONS + SUBMITTAL OF ADMINISTRATIVE DRAFT EIR

Prepare the Environmental Analysis sections for each topic discussed above in Tasks B and C, and prepare the remaining sections of Administrative Draft EIR. A general outline of the EIR is provided as part of the Organization Chart (sheet 1) and a preliminary outline for the EIR was included in the RFP. Specific sections will be prepared with major input from the Project Manager, since these set the stage for all of the impact analyses. These include the Project Description and the Environmental Setting.

Project Alternatives will be developed by the Project Manager in consultation with the City, and will include the known alternatives related to Vine Street. The "No Project" scenario will evaluate the likely future use of the property if no action is taken by the City at this time. Other alternatives will be developed with the intent of reducing identified significant impacts, and identifying an environmentally superior alternative (if the "No Project" scenario would be better than the project). The steps necessary to implement alternatives will also be considered along with their feasibility. The alternatives section will include a summary of the impacts of each alternative relative to those of the project as proposed.

Each environmental analysis section will be prepared by staff performing the peer review or studies identified in Tasks B and C above, with editorial guidance from the EIR Team Leader, Laura Kaufman, AICP. Throughout the environmental analysis sections, applicable City General Plan policies and other planning requirements will be considered. These applicable policies, and the analysis of the project's consistency with them, will be collated or summarized in a manner that will facilitate preparation of staff reports and supporting material. The Environmental Setting (Chapter 4) will include a brief summary

statement of plan and policy consistency, while the Land Use section of the Environmental Analysis (Chapter 5) will include more detail.

Remaining sections will be prepared in conformance with the CEQA Guidelines, the City of Paso Robles Rules and Regulations for the Implementation of the California Environmental Quality Act, and other standard practice information.

Table 5-1 provides more information regarding the structure and requirements for the EIR.

Table 5-1. Paso Robles Gateway Project EIR Contents + Notes

<b>Table of Contents</b>	<ul style="list-style-type: none"> <li>Guidelines 15122</li> </ul>	AECOM staff
<b>1. Introduction</b>	<ul style="list-style-type: none"> <li>Section and discussion commonly used in EIRs</li> </ul>	L. Kaufman
<ul style="list-style-type: none"> <li>CEQA Process</li> <li>Lead and Responsible Agencies</li> </ul>		
<b>2. Summary</b>	<ul style="list-style-type: none"> <li>Guidelines 15123</li> </ul>	C. Miller
<ul style="list-style-type: none"> <li>Brief Project Description</li> <li>Impact and Mitigation Tables</li> <li>Summary of Alternatives</li> <li>Areas of Controversy</li> <li>Issues to be resolved</li> </ul>	<ul style="list-style-type: none"> <li>Summary Tables will incorporate the exact summary language of impacts and mitigation measures from EIR text. This will allow the Executive Summary package to stand alone without needing the entire document for review.</li> </ul>	L. Kaufman
<b>3. Project Description</b>	<ul style="list-style-type: none"> <li>Guidelines 15124</li> </ul>	J. Larson
<ul style="list-style-type: none"> <li>Location and Boundaries</li> <li>Objectives</li> <li>Technical, economic, and environmental characteristics</li> <li>Uses of the EIR (agencies, permits, consultation)</li> </ul>	<ul style="list-style-type: none"> <li>Objectives will be based on those prepared by the City and applicant, as refined through team review.</li> <li>Characteristics will focus on those aspects of the project affecting the physical environment</li> </ul>	
<b>4. Environmental Setting</b>	<ul style="list-style-type: none"> <li>Guidelines 15125</li> </ul>	J. Larson
	<ul style="list-style-type: none"> <li>Baseline will describe current conditions, regional features.</li> <li>Will reference Existing Conditions subsections of topic subsections in Section 5.</li> <li>Will include general discussion of policy consistency, with reference to other EIR sections for details.</li> </ul>	C. Miller

Table 5-1. (continued)

5. Environmental Impact Analysis	Guidelines 15126	L. Kaufman ed. Staff as assigned
Topics and assignments are presented in Tasks B and C. Each analysis topic will include:		
<ul style="list-style-type: none"> <li>• Review of previous environmental analyses, surveys, and related literature</li> <li>• Identification of applicable laws, regulations, and standards that relate to the topic and serve to reduce the potential for adverse environmental effects; responsible agencies or other regulatory bodies and their roles in environmental management will also be described.</li> <li>• Identification of guidance and thresholds for determining the significance of environmental effects</li> <li>• Analysis of the project effects related to the topic being discussed</li> <li>• Identification of any potential impacts and mitigation measures as appropriate, including documentation of the analysis and evidence to support each conclusion</li> <li>• Consideration of cumulative effects from the project and related projects</li> <li>• Preparation of a concise summary of impacts and mitigation measures, and clear summary of the conclusion related to each environmental effect.</li> </ul>		
6. Growth Inducing Effects/ Irreversible Changes	Guidelines 15126.2(c) and (d)	C. Miller
7. Effects Not Found to Be Significant	<ul style="list-style-type: none"> <li>• Guidelines 15128</li> <li>• Summarize from Initial Study with references, if not included in EIR topics above.</li> <li>• Likely to include: Mineral Resources and Recreation (from Initial Study), Land Use, Population/Housing (from EIR).</li> </ul>	C. Miller
8. Cumulative Impacts	Guidelines 15130, Summarize from environmental topics, expand as necessary.	C. Miller
9. Alternatives	<ul style="list-style-type: none"> <li>• Guidelines 15126.6.</li> <li>• No Project</li> <li>• Alternative Development Configuration</li> <li>• Alternative Vine Street Alignment</li> <li>• Alternative Vine Street Bridge</li> </ul>	<ul style="list-style-type: none"> <li>L. Kaufman</li> <li>J. Larson</li> <li>C. Miller</li> </ul>
10. Report Preparation, Persons and Agencies Consulted	Guidelines 15129	C. Miller
11. References		C. Miller
12. Agency and Public Comments	<ul style="list-style-type: none"> <li>• Section explained in Draft EIR.</li> <li>• To be completed in Final EIR</li> </ul>	L. Kaufman
As discussed in Tasks B and C.		

Print and deliver copies of the Administrative Draft EIR and Appendices as follows:

5 hard copies of Administrative Draft EIR, and new Appendices (for this initial submittal, appendices that simply copies of technical reports prepared by the applicant will not be reproduced, since they are already available)

2 CDs containing the Administrative Draft EIR (pdf and original file formats) and all Appendices

### **E. PREPARATION OF SCREENCHECK DRAFT EIR + PRINTING OF DRAFT EIR FOR PUBLIC REVIEW**

#### **E-1. Revisions to Administrative Draft EIR and Appendices**

After meeting with City to review comments and revisions to the Administrative Draft EIR (meeting listed in Task A.2. above), prepare revisions to text, graphics, and appendices as directed. It is assumed that revisions will be limited to editorial clarifications and specific input and direction from the City, and that the work will not involve any new calculations, modeling, site visits, or extensive work unless such work is required to correct errors in the original work on the Administrative Draft EIR.

#### **E-2. Print + Deliver Screencheck Draft EIR**

Print and deliver copies of the Screencheck Draft EIR and Appendices as follows:

- 5 hard copies of Screencheck Draft EIR, and new Appendices (for this submittal, appendices that are unchanged will not be re-printed)
- 2 CDs containing the Screencheck Draft EIR (pdf and original file formats) and all Appendices

#### **E-3. Print + Deliver Draft EIR for Public Review**

After receiving approval to print from the City, print and deliver copies of the Draft EIR as follows:

- 20 hard copies of the Draft EIR, in comb binding (or similar) with Appendices
- 15 hard copies of the Draft EIR, three-hole punched in binders, with Appendices
- 15 hard copies of the Draft EIR Summary (to include introductory material, Summary section with impacts and mitigation tables, and Project Description), with 15 CDs containing the entire Draft EIR and Appendices, for transmittal to the State Clearinghouse along with a Notice of Completion

- 2 CDs of the Draft EIR and Appendices, with pdf files suitable for posting by the City on its web site

### **F. RESPONSES TO COMMENTS + ADMINISTRATIVE FINAL EIR**

#### **F-1. Identify + Bracket Comments**

After receiving and reviewing agency and public comment letters from the Public Review (meetings listed in Task A.2. above), identify separate comments for response by "bracketing" or otherwise identifying each issue or point in each comment letter. Prepare scanned images of the letters and bracketed comments, and submit two CDs of this material to the City for review.

#### **F-2. Prepare All Necessary Revisions**

After reviewing the bracketed comment letters with the City, prepare responses to all identified issues and comments. Depending on the nature and extent of comment letters, several approaches are possible for the responses. These may include preparation of a small number of general or thematic responses, to address very frequent and identical concerns in many letters. If several identical or very similar letters are received, they may be grouped into a single set to allow uniform responses. Tabulations may be appropriate to organize and simplify the presentation of comments and responses. The particular approach, or combination of approaches, will be developed in consultation with the City prior to completion of the Responses to Comments.

#### **F-3. Prepare Revisions for Final EIR**

During work on the Responses to Comments, identify and track changes that may be appropriate in the text and/or graphics of the EIR. When all such content changes have been identified, assemble the changes and review with City staff to confirm the final conclusions in the EIR. It is assumed that any changes in the EIR will involve clarifications or refinement of information, and that no new impacts or changes in mitigation measures or other information warranting recirculation for public review will be involved. Minor typographic or editorial corrections will be accomplished as they are identified.

#### **F-4. Complete All Responses to Comments + Text Revision Identification**

After confirming the revisions, if any, in the body of the EIR with City staff, complete all Responses to Comments and identification of text revisions. This information will be incorporated into a final section of the EIR itself (and/or appendix if necessary), showing



all revisions and responses. The main body of the EIR will be reproduced in its final version.

#### F-5. Prepare Mitigation Monitoring + Reporting Plan

Prepare the Mitigation Monitoring and Reporting Plan, based on the tabulation of mitigation measures from the EIR Summary, with a clear indication of how each mitigation measure is to be implemented – by whom, and at what point in time – along with the reporting point and requirement to confirm implementation.

#### F-6. Print + Deliver Administrative Final EIR

Print and deliver copies of the Administrative Final EIR, including the Mitigation Monitoring and Reporting Plan as follows:

- 5 hard copies of Administrative Draft EIR, and new Appendices (for this initial submittal, appendices will only be submitted if they have undergone revision)
- 2 CDs containing the Administrative Draft EIR (pdf and original file formats) and all Appendices

### G. PREPARATION OF SCREENCHECK FINAL EIR + FINAL EIR FOR DISTRIBUTION

#### G-1. Prepare Revisions to Administrative Final EIR

After meeting with City to review comments and revisions to the Administrative Final EIR (meeting listed in Task A.2. above), prepare final revisions as directed. It is assumed that revisions will be limited to minor editorial clarifications.

#### G-2. Print + Deliver Screencheck Final EIR and Appendices

Print and deliver copies of the Screencheck Final EIR and Appendices as follows:

- 5 hard copies of Administrative Draft EIR, and new Appendices (for this submittal, appendices that have not been revised will not be reprinted)
- 2 CDs containing the Administrative Draft EIR (pdf and original file formats) and all Appendices

#### G-3. Print + Deliver Final EIR

After receiving approval to print from the City, print and deliver copies of the Final EIR as follows:

- 25 hard copies of the Final EIR, comb bound, with Appendices
- 15 hard copies of the Final EIR, three hole punched in binders, with Appendices
- 2 CDs of the Final EIR and Appendices, with pdf files suitable for posting by the City on its web site

**EXHIBIT C**  
**COST ESTIMATES AND BILLING RATES**

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# 07

## Cost Estimate

Details of the cost estimate are provided in the sheets at the end of this section. The following tables and paragraphs describe the assumptions used in estimating the costs, and provide summary information.

The total costs estimated for each major task are summarized in Table 7-1. By far the most expensive topic or task is aesthetics. This work will involve field visits, computer-generated photosimulations, viewshed mapping, and design analysis, as well as preparation of the text and explanations that accompany the analysis. The topic of aesthetics is likely to be the most sensitive and important issue with this project, so the effort and attention by design professionals to this issue is warranted.

The costs presented in Table 7-1 are considered not-to-exceed limits for each task. In the event that additional work is requested, or other events cause the need for additional work beyond the effort estimated in this proposal, we would not proceed without appropriate authorization from the City.

These costs are estimated based on hourly rates for the staff assigned to the project. The hourly rates are computed from a billing multiplier of 2.7 (times the employee hourly pay rate). This multiplier accounts for all indirect costs associated with labor and for overhead expenses. The hourly billing rates, and proportion of total hours assigned to each staff member, are shown in Table 7-2. Table 7-2 also shows the average proportion of time for each staff member that will be assigned to this project over the next nine months.

The major non-labor expense is printing of the hard copies of the Draft EIR for public review and the Final EIR for distribution. The most significant component of printing costs is reproduction of color graphics within each hard copy report. For this initial estimate, a printing charge of \$200 per copy of the EIR has been assumed. This is a mid-low range cost, based on

several similar EIRs prepared by the Project Manager over the last six years. Several methods are available to reduce printing costs: minimizing color graphics, or printing in black and white for administrative editions; minimizing reproduction of appendices; increasing the use of CDs for EIR distribution. We expect to work with the City to help identify the most cost-effective approach for report printing and distribution.

Other non-labor expenses include costs for site visits by staff addressing biology, cultural resources, and other topics. No extensive field studies are proposed, and these site checks will be performed by Central Coast staff, not involving overnight travel. The remaining expenses involve minor charges to obtain data for hazardous waste permit and related information for the Phase I ESA, incidental map reproduction for fieldwork, and shipping for delivery of documents.

Finally, details of meeting costs are provided in Table 7-3. This information identifies which staff members are expected to attend which meetings (or types of meetings), and the estimated hours and expenses associated with each. All meetings would be attended by the Project Manager, John Larson, who works out of San Luis Obispo and would have minimal expenses associated with each meeting. Public meetings or hearings are all budgeted for eight hours, which allows for preparation time, several hours for the hearing itself, and some follow-up. The cost for Mr. Larson to attend additional meetings would range from about \$275 (for a two-hour meeting) up to \$1,055 for a full hearing.

Preparing a full EIR for a complex project is a major undertaking — particularly if the EIR is expected to serve for subsequent actions by other agencies. We recognize, however, that adjustments to the level of effort and related expenses are possible — and for that reason have provided the complete details of the cost estimate in the sheets at the end of this section.

Table 7-1. Summary of Costs for Each Major Task

<b>A. Project Meetings and Management</b>				
A1 - Project Initiation Meeting	56	\$8,280	\$786	\$7,066
A2 - Project Meetings and Consultations (9 mtgs, 2 hearings)	144	\$15,040	\$1,628	\$16,668
A3 - Project Management	120	\$12,780	\$0	\$12,780
<b>Subtotal A. Proj Meetings/Man</b>	<b>320</b>	<b>\$36,100</b>	<b>\$2,414</b>	<b>\$36,513</b>
<b>B. Peer Review Appl. Tech. Studies</b>				
B-1. Agriculture + Forestry Resources	18	\$1,770	\$0	\$1,770
B-2. Biological Resources	24	\$2,416	\$135	\$2,551
B-3. Cultural Resources	14	\$1,174	\$81	\$1,255
B-4. Geology and Soils	18	\$2,090	\$0	\$2,090
B-5. Hazards and Hazardous Materials	10	\$1,250	\$0	\$1,250
B-6. Population/Housing	8	\$560	\$0	\$560
B-7. Transportation/Traffic	26	\$3,250	\$0	\$3,250
B-8. Utilities/Service Systems	12	\$1,060	\$0	\$1,060
<b>Subtotal B. Peer Review</b>	<b>130</b>	<b>\$13,570</b>	<b>\$216</b>	<b>\$13,786</b>
<b>C. Additional Tech Studies/EA</b>				
C-1. Aesthetics	460	\$49,460	\$108	\$49,568
C-2. Air Quality	120	\$10,920	\$216	\$11,136
C-3. Greenhouse Gas Emissions + Climate Change	54	\$4,690	\$0	\$4,690
C-4. Hydrology/Water Quality	44	\$4,980	\$0	\$4,980
C-5. Land Use/Planning	80	\$5,960	\$0	\$5,960
C-6. Noise	80	\$9,010	\$162	\$9,172
C-7. Public Services	26	\$1,930	\$0	\$1,930
C-8. Hazards and Haz mat. (Ph I/ESA)	22	\$2,530	\$945	\$3,475
<b>Subtotal C. Tech Studies/Env Anal</b>	<b>886</b>	<b>\$89,480</b>	<b>\$1,431</b>	<b>\$90,911</b>
<b>D. Admin Draft EIR</b>	<b>726</b>	<b>\$65,982</b>	<b>\$1,107</b>	<b>\$67,089</b>
<b>E. Draft EIR for Public Review</b>	<b>250</b>	<b>\$25,542</b>	<b>\$9,774</b>	<b>\$35,316</b>
<b>F. Resp. Comm/Admin FEIR</b>	<b>240</b>	<b>\$22,748</b>	<b>\$1,107</b>	<b>\$23,855</b>
<b>G. Final EIR for Distribution</b>	<b>40</b>	<b>\$3,340</b>	<b>\$9,774</b>	<b>\$13,114</b>
<b>TOTAL</b>	<b>2592</b>	<b>\$254,762</b>	<b>\$25,822</b>	<b>\$280,584</b>

Table 7-2. Hourly Billing Rates

John Larson	Project Manager	\$125	11%	19%
Laura Kaufman, AICP	EIR Team Leader	\$125	7%	12%
Caitlin Miller, LEED Green Assoc.	EIR Support	\$70	21%	37%
Garrett Avery, ASLA	Aesthetics	\$105	19%	35%
Sr. Reviewer	Aesthetics QMS	165	1%	2%
Michael Conrardy	Air Quality + GHG	\$86	8%	14%
Sr. Reviewer	AQ QMS	\$130	1%	2%
Robert Wilson	Hydro./WQ	\$125	3%	6%
Jason Mirise	Noise	\$135	2%	3%
Acoustic Staff	Noise model	\$110	1%	2%
Jennifer King	Ag. + Forestry Res.	\$95	2%	4%
Wayne Vogler	Biology	\$130	3%	5%
Biol. Res. Staff	Biology	\$86	2%	4%
Danielle Flowers	Cultural Res.	\$77	1%	2%
Carmen Caceres-Schnell	Geol./Soils	\$115	2%	4%
Chris Osburn	Hazards/Haz Mat	\$125	2%	4%
Michael Arizabal	Traffic	\$125	4%	6%
WP Gr. Staff	WP-Graphics	\$60	9%	15%
Admin. Acctng. Staff	Admin. Support	\$60	2%	3%

Table 7-3. Detailed Cost Estimates for Meetings

Number:	1	2	4	2	4
<b>J. Larson</b>					
Hrs/mtg	8	4	2	8	8
# attend	1	2	4	2	4
Tot. hrs	8	8	8	16	32
travel/mtg	\$15	\$15	\$15	\$15	\$15
perdiem/mtg	\$0				
tot. expenses	\$15	\$31	\$61	\$31	\$61
<b>L. Kaufman</b>					
Hrs/mtg	16	8	8	16	16
# attend	1	2	0	0	0
Tot. hrs	16	16	0	0	0
travel/mtg	\$170	\$170	\$170	\$170	\$170
perdiem/mtg	\$125	\$125	\$125	\$125	\$125
tot. expenses	\$295	\$591	\$0	\$0	\$0
<b>C. Miller</b>					
Hrs/mtg	8	8	4	8	8
# attend	1	2	4	2	0
Tot. hrs	8	16	16	16	0
travel/mtg	\$51	\$51	\$51	\$51	\$51
perdiem/mtg	\$0	\$0	\$0	\$0	\$0
tot. expenses	\$51	\$102	\$204	\$102	\$0
<b>W. Vogler</b>					
Hrs/mtg	8	4	2	8	8
# attend	1	0	0	0	0
Tot. hrs	8	0	0	0	0
travel/mtg	\$41	\$41	\$41	\$41	\$41
perdiem/mtg	\$0	\$0	\$0	\$0	\$0
tot. expenses	\$41	\$0	\$0	\$0	\$0
<b>A. Garrett</b>					
Hrs/mtg	16	16	16	16	16
# attend	1	1	0	0	0
Tot. hrs	16	16	0	0	0
travel/mtg	\$200	\$200	\$200	\$200	\$200
perdiem/mtg	\$125	\$125	\$125	\$125	\$125
tot. expenses	\$325	\$325	\$0	\$0	\$0
Tot Travel	\$477	\$673	\$265	\$133	\$61
Tot Per Diem	\$250	\$375	\$0	\$0	\$0

**EXHIBIT D**  
**PERFORMANCE SCHEDULE**

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# 06

## Schedule

Table 6-1 and Figure 6-1 list and illustrate the preliminary schedule for preparation and processing the EIR. The total estimated time for completion of all tasks leading to submittal of the Final EIR is 9.5 months. Compared to similar scope EIRs handled elsewhere in San Luis Obispo County, this is an aggressive schedule. We consider it reasonable since the City has already collated much information for the EIR, and has committed to strong involvement in directing and resolving issues (such as traffic) that commonly cause delays.

All staff meetings and public meetings through completion of the Final EIR are listed in the schedule. This schedule does not include certification of completion for the EIR or project consideration at Planning Commission, City Council, or any subsequent hearings. These decision-maker hearings can be scheduled once completion of the Final EIR occurs. Depending on the staff report preparation times and docketing times in the City of Paso Robles, the City Council action could be anticipated within one to 1.5 years from start of the work.

The public meetings within this schedule (meeting during the Scoping period, and meeting during the Public Review period) were both assumed to occur in conjunction with a Planning Commission hearing — a common practice, but not necessary. Adjustments to this suggestion or to other details of the schedule are possible, and will not affect the overall estimated duration.

Submittals of major products are bolded in the table. A period of at least three weeks has been provided for City staff review of the Administrative Draft EIR and Administrative Final EIR. Where these reviews or other work would occur in a holiday period, an extra allowance has been planned within the schedule. Shorter reviews (1.5 to two weeks) have been assumed for City staff review of screencheck versions of the document, which are intended to confirm the completion of requested revisions and should not involve detailed or new analysis. Several intermediate submittal and coordination tasks are also included, in order to provide progress checks and the opportunity to identify and resolve any major issues as work is accomplished.



Table 6-1. Preliminary Schedule

<b>A. Project Meetings and Management</b>				
A.1 Project Initiation Meeting	14-Oct-13	14-Oct-13	0 weeks	
Initial field visit/orientation	14-Oct-13	15-Oct-13	0 weeks	
<b>A.2. Other Meetings (included below)</b>				
A.3. Project Management (throughout)				
<b>EIR SCOPING</b>				
Assemble and Distribute Notice of Preparation (by City staff)	14-Oct-13	21-Oct-13	1 week	
Scoping Period	21-Oct-13	25-Nov-13	4 weeks	
A.2.(b) Public Scoping Meeting	12-Nov-13	12-Nov-13	overlap	
<b>B.1-B.8 Peer Review of Applicant Provided Technical Studies</b>				
Receive all studies, form, instructions	15-Oct-13	15-Oct-13	0 weeks	
Conduct Peer Review	15-Oct-13	22-Oct-13	1 week	1 week
Submit peer review forms, memo.		22-Oct-13	0 weeks	
A.2.(c) Meeting to Discuss Peer Review.		29-Oct-13	1 weeks	2 weeks
<b>C. Preparation of Additional Technical Studies and Environmental Analysis Sections</b>				
(D.) Prepare Project Description, Environmental Setting, EIR Outline, and coordination with City staff	15-Oct-13	22-Oct-13	1 week (overlap)	
C.1-C.8 Prepare Technical Studies, and Env. Analysis Sections	22-Oct-13	22-Nov-13	4 weeks	6 weeks
A.2.(d) Meet to review progress and major issues		26-Nov-13	1 week	7 weeks
<b>D. Preparation of Admin. Draft EIR</b>				
Prepare remaining EIR Sections	2-Dec-13	20-Dec-13	3 weeks	10 weeks
Print and Submit Admin. Draft EIR (5 hard copies, 2 CDs)		20-Dec-13		
City Review of Admin. Draft EIR (3 weeks)	20-Dec-13	27-Jan-14	5 weeks (inc. holiday)	15 weeks
A.2.(e) Meet to review City revisions		30-Jan-14	1 week	15 weeks
<b>E. Preparation of Screencheck &amp; Draft EIR</b>				
E.1. Revise text, graphics, appendices.	3-Feb-13	14-Feb-14	2 weeks	18 weeks
E.2. Print and submit Screencheck Draft EIR (5 hard copies, 2 CDs)		14-Feb-14	0 weeks	
City review and confirmation to print Draft EIR	17-Feb-14	21-Feb-14	1 week	19 weeks
E.3. Print Draft EIR for Public Review, Prepare NOC for State Clearinghouse (40, 15, and 2 copies see scope)	Feb 21, 2014 (inc. wknd.)	24-Feb-14	1 week	20 weeks

Table 6-1 (continued)

Activity	Start Date	End Date	Duration	Weeks
<b>PUBLIC REVIEW</b>				
Start Public Review	26-Feb-14			
A.2.(f) Public Review Meeting		6-Mar-14	2 weeks (overlap)	
End Public Review		8-Apr-14	7 weeks	27 weeks
<b>F. Response to Comments and Admin. Final EIR</b>				
A.2.(g) Meeting to Review Agency and Public Comments		15-Apr-14	1 week	28 weeks
F.1 Identify comments (bracket), submit CD with bracketed letters, and coordinate with City staff to select approach for responses	15-Apr-14	22-Apr-14	1 week	29 weeks
F.2. Prepare responses to comments	15-Apr-14	19-May-14	5 weeks	34 weeks
F.3. Prepare revisions to EIR (track changes in sections)	15-Apr-14	29-Apr-14	overlap	
A.2.(h) Meet with City to confirm any revisions and review progress on responses to comments		1-May-14	overlap	
F.4. Complete responses to comments, and incorporate into last EIR section (&/or Appendix)	1-May-14	16-May-14	overlap	
F.5. Prepare Mitigation, Monitoring and Reporting Plan	1-May-14	8-May-14	overlap	
F.6. Print and Submit Admin. Draft EIR (5 hard copies, 2 CDs)		19-May-14		
<b>G. Preparation of Screencheck Final and Final EIR</b>				
City Review of Admin. Final EIR (3 weeks)	19-May-14	6-Jun-14	3 weeks	37 weeks
A.2.(i) Meet with City to review Admin. Final EIR		10-Jun-14		
G.1 Prepare final revisions	10-Jun-14	20-Jun-14	2 weeks	39 weeks
G.2 Print and submit Screencheck Final EIR		23-Jun-14		
City review and confirmation to print Final EIR	23-Jun-14	3-Jul-14	2 weeks	41 weeks
G.3 Print and Submit Final EIR (40 and 2 copies, see scope of work)	7-Jul-14	10-Jul-14	1 week	42 weeks

Pasos Robles Gateway EIR Proposal Schedule

ID	Task Name	Start	Finish	Duration	2014											
					Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
1	<b>Paso Robles Gateway EIR</b>	10/14/13	7/10/14	194 days	[Gantt bar from Sep to Jul]											
2	<b>A. Project Meetings and Management</b>	10/14/13	7/10/14	194 days	[Gantt bar from Sep to Jul]											
3	A.1 Project Initiation Meeting	10/14/13	10/14/13	0 days	[Gantt bar at 10/14]											
4	Initial field visit/orientation	10/14/13	10/15/13	2 days	[Gantt bar from 10/14 to 10/15]											
5	A.2. Other Meetings (included below)	10/14/13	7/10/14	194 days	[Gantt bar from Sep to Jul]											
6	A.3. Project Management (throughout)	10/14/13	7/10/14	194 days	[Gantt bar from Sep to Jul]											
7	<b>EIR SCOPING</b>	10/14/13	11/25/13	31 days	[Gantt bar from Sep to Nov]											
8	Assemble and Distribute Notice of Preparation (by City staff)	10/14/13	10/21/13	6 days	[Gantt bar from 10/14 to 10/21]											
9	Scoping Period	10/21/13	11/25/13	26 days	[Gantt bar from 10/21 to 11/25]											
10	A.2. (b) Public Scoping Meeting	11/12/13	11/12/13	1 day	[Gantt bar at 11/12]											
11	<b>B.1-B.8 Peer Review of Applicant Provided Technical Studies</b>	10/15/13	10/29/13	11 days	[Gantt bar from 10/15 to 10/29]											
12	Receive all studies, form, instructions	10/15/13	10/15/13	1 day	[Gantt bar at 10/15]											
13	Conduct Peer Review	10/15/13	10/22/13	6 days	[Gantt bar from 10/15 to 10/22]											
14	Submit peer review forms, memo.	10/22/13	10/22/13	0 days	[Gantt bar at 10/22]											
15	A.2.(c) Meeting to Discuss Peer Review	10/29/13	10/29/13	0 days	[Gantt bar at 10/29]											
16	<b>C. Preparation of Additional Technical Studies and Environmental Analysis Sections</b>	10/15/13	11/26/13	31 days	[Gantt bar from 10/15 to 11/26]											
17	(D.) Prepare Project Description, Environmental Setting, EIR Outline, and coordination with City staff	10/15/13	10/22/13	6 days	[Gantt bar from 10/15 to 10/22]											
18	C.1-C.8 Prepare Technical Studies, and Env. Analysis Sections	10/22/13	11/22/13	24 days	[Gantt bar from 10/22 to 11/22]											
19	A.2.(d) Meet to review progress and major issues	11/26/13	11/26/13	0 days	[Gantt bar at 11/26]											
20	<b>D. Preparation of Admin. Draft EIR</b>	12/2/13	1/30/14	44 days	[Gantt bar from 12/2 to 1/30]											
21	Prepare remaining EIR Sections	12/2/13	12/20/13	15 days	[Gantt bar from 12/2 to 12/20]											
22	Print and Submit Admin. Draft EIR (5 hard copies, 2 CDs)	12/20/13	12/20/13	0 days	[Gantt bar at 12/20]											
23	City Review of Admin. Draft EIR (3 weeks)	12/20/13	1/27/14	27 days	[Gantt bar from 12/20 to 1/27]											
24	A.2.(e) Meet to review City revisions	1/30/14	1/30/14	0 days	[Gantt bar at 1/30]											
25	<b>E. Preparation of Screencheck &amp; Draft EIR</b>	2/3/14	4/8/14	47 days	[Gantt bar from 2/3 to 4/8]											
26	E.1. Revise text, graphics, appendices	2/3/14	2/14/14	10 days	[Gantt bar from 2/3 to 2/14]											

Project: Paso Robles Gateway EIR  
Date: 8/22/13

Task Milestone Summary





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/09/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh Risk & Insurance Services CA License #0437153 777 South Figueroa Street Los Angeles, CA 90017 Attn: Laoffice.Centrequest@marsh.com 06510-AECOM-CAS-13/14      SANTA PL      123114	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): FAX (A/C, No.): E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> AECOM Technical Services, Inc 5075 South Bradley Road, Suite 203 Santa Maria, CA 93455	INSURER A: Zurich American Insurance Company	NAIC # 16535
	INSURER B:	
	INSURER C: Illinois Union Insurance Co	27960
	INSURER D: N/A	N/A
	INSURER E:	
	INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:** LOS-001573890-03      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GLO 5965891 05	04/01/2013	04/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 1,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUS: <input type="checkbox"/> TORY LIMITS      OTH-ER: <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	<b>ARCHITECTS &amp; ENG.</b> <b>PROFESSIONAL LIAB.</b>			EDN G21654693 "CLAIMS MADE"	04/01/2013	10/08/2014	Per Claim/Agg 2,000,000 Defense Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: Project Number: TBI Paso Robles Gateway EIR, San Luis Obispo County, CA APNs: 040-031-001, 017, 019, 020, 040-091-039, 041, 026-471-013, 017, 021, (270 ac., southwest boundary of City of Paso Robles, CA)

CITY OF EL PASO DE ROBLES IS NAMED AS ADDITIONAL INSURED FOR GL COVERAGE, BUT ONLY AS RESPECTS WORK PERFORMED BY OR ON BEHALF OF THE NAMED INSURED.

<b>CERTIFICATE HOLDER</b> City of El Paso de Robles Attn: Ed Gallagher, AICP Community Development Director 1000 Spring Street Paso Robles, CA 93466-2599	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services David Denihan
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**RECEIVED**  
 OCT 15 2013  
 City of Paso Robles

0002530 SP 0355 -C01-P02531-I

City of El Paso de Robles  
Attn: Ed Gallagher, AICP Community Development Dir  
1000 Spring Street  
Paso Robles, CA 93466-2599



# Exhibit D

# Exhibit D

**CONSULTANT SERVICES AGREEMENT  
(TODD ENGINEERS)**

THIS AGREEMENT, made this 14<sup>th</sup> day of October, 2013, by and between the CITY OF EL PASO DE ROBLES, California (hereinafter referred to as "CITY"), and TODD ENGINEERS (hereinafter referred to as "CONSULTANT").

**WITNESSETH:**

WHEREAS, CITY desires to retain a qualified individual, firm or business entity to provide the following professional services:

**Preparation of a Water Supply Assessment Study for the proposed Paso Robles Gateway Project Environmental Impact Report.**

WHEREAS, CITY desires to engage CONSULTANT to provide services by reason of its qualifications and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. **CONTRACT COORDINATION**

a. **CITY**. Susan DeCarli, the City Planning Manager, shall be the representative of CITY and Project Manager for all purposes under this Agreement.

b. **CONSULTANT**. CONSULTANT shall assign a single Contract Manager to have overall responsibility for the progress and execution of this Agreement for CONSULTANT. Iris Priestaf, PhD, is hereby designated as the Contract Manager for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute Contract Manager for any reason, the Contract Manager designee shall be subject to the prior written acceptance and approval of the CITY's Contract Manager.

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CONSULTANT's Contract Team is further described in Exhibit "A" attached hereto and incorporated herein by this reference. The individuals identified and the positions held as described in Exhibit "A" shall not be changed except by prior approval of CITY.

2. **DUTIES OF CONSULTANT**

a. **Services to be furnished.** CONSULTANT shall provide all specified services as set forth in the "Scope of Services", attached hereto as Exhibit "B" and incorporated herein by this reference.

b. **Laws to be observed.** CONSULTANT shall:

(1) Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by CONSULTANT under this Agreement;

(2) Keep itself fully informed of all existing and proposed federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in CONSULTANT's performance under this Agreement, or the conduct of the services under this Agreement;

(3) At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above.

(4) Immediately report to the CITY's Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.

c. **Release of reports and information.** Any digital information, reports, studies, data, or other material given to, or prepared or assembled by, CONSULTANT under this Agreement shall be the property of CITY and shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the CITY's Contract Manager.

d. **Copies of digital information, reports, studies and exhibits.** If CITY requests additional copies of digital information, reports, studies, exhibits, specifications, or any Consultant Services Agreement (Todd Engineers

other material in addition to what the **CONSULTANT** is required to furnish in limited quantities as part of the services under this Agreement, **CONSULTANT** shall provide such additional copies as are requested, and **CITY** shall compensate **CONSULTANT** for the costs of duplicating of such copies at **CONSULTANT**'s direct expense.

e. **Qualifications of CONSULTANT.** **CONSULTANT** represents that it has the professional and technical personnel required to perform the services described in this Agreement. In addition, if required by law, it holds or shall obtain all necessary permits to perform the work and to furnish the services described under this Agreement.

f. **CONSULTANT an independent contractor.** **CITY** retains **CONSULTANT** on an independent contractor basis and not as an employee. All personnel performing the services under this Agreement on behalf of **CONSULTANT** shall also not be employees of **CITY** and shall at all times be under **CONSULTANT**'s exclusive direction and control. Neither **CITY**, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of **CONSULTANT** or any of **CONSULTANT**'s officers, employees, or agents, except as set forth in this Agreement.

### 3. **DUTIES OF CITY**

**CITY** agrees to cooperate with **CONSULTANT** as necessary and appropriate. **CITY** staff will meet with the **CONSULTANT**'s representatives as may be scheduled and will provide reasonable assistance in terms of providing any available information or documents, as needed and requested by **CONSULTANT**.

### 4. **COMPENSATION**

The **CONSULTANT** will perform the work in phases as described in the Performance Schedule, attached hereto as Exhibit "D" and incorporated herein by reference. If separate phases are not indicated on said exhibit, then all work to be performed by **CONSULTANT** shall be considered to be included in a single phase.

**CONSULTANT** shall bill **CITY** on upon completion of the tasks identified in Exhibit "A". The billings shall set forth the designated items of work for which the billings are

Consultant Services Agreement (Todd Engineers

submitted. CITY will pay this bill(s) within 30 days of receipt. The CONSULTANT may not charge more than the amount shown in Exhibit "A" without prior approval of the CITY's Contract Manager and shall be based on the Cost Estimate and Billing Rates attached hereto as Exhibit "C" and incorporated herein by reference.

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

Project scheduling shall be as described in the Performance Schedule, attached hereto as Exhibit "D," unless revisions to the Performance Schedule are approved by the CITY's Contract Manager and CONSULTANT's Contract Manager.

Time extensions may be allowed for delays caused by CITY, other governmental agencies, or factors not directly brought about by the negligence or lack of due care on the part of the CONSULTANT.

6. **TERMINATION**

a. **Right to suspend or terminate.** This Agreement and all obligations hereunder may be terminated, with or without cause by either party upon written notice to the other party. In the event of such termination CONSULTANT shall not be entitled to any additional compensation over that already paid or owing to it up to the date of termination, it being understood that any payments are full compensation for services rendered prior to the time of payment, provided however, that CONSULTANT shall be entitled to compensation for work in progress at the time of termination.

b. **Return of materials.** Upon such termination, CONSULTANT shall turn over to the CITY immediately any and all copies of digital information, studies, reports, exhibits, computations, and other data, whether or not completed, prepared by CONSULTANT, and for which CONSULTANT has received reasonable compensation, or given to CONSULTANT in connection with this Agreement. Such materials shall become the permanent property of CITY. CONSULTANT, however, shall not be liable for CITY's use of incomplete materials or for CITY's use of complete documents if used for other than the project or scope of services contemplated by this Agreement.

Consultant Services Agreement (Todd Engineers

7. **INSPECTION**

**CONSULTANT** shall furnish **CITY** with every reasonable opportunity for **CITY** to ascertain that the services of **CONSULTANT** are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the **CITY**'s Contract Manager's inspection and approval. The inspection of such work shall not relieve **CONSULTANT** of any of its obligations to fulfill its Agreement as prescribed.

8. **OWNERSHIP OF MATERIALS**

All original materials, digital information, drawings and other materials prepared by or in possession of **CONSULTANT** pursuant to this Agreement shall become the permanent property of the **CITY**, and shall be delivered to the **CITY** upon demand.

9. **ASSIGNMENT: SUBCONTRACTORS: EMPLOYEES**

This Agreement is for the performance of planning services of the **CONSULTANT** and is not assignable by the **CONSULTANT** without prior consent of the **CITY** in writing. The **CONSULTANT** may employ other specialists to perform services as required with prior approval by the **CITY**.

10. **NOTICES**

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

**CITY:**

Community Development Department  
City of Paso Robles  
1000 Spring Street  
Paso Robles, CA 93446  
Attn: Susan DeCarli

**CONSULTANT:**

TODD ENGINEERS  
2490 Mariner Square Loop, Suite 215  
Alameda, CA 94501  
Attn: Iris Priestaf

11. **INTEREST OF CONSULTANT**

**CONSULTANT** covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. **CONSULTANT** further covenants that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. **CONSULTANT** certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of **CITY**. It is expressly agreed that, in the performance of the services hereunder, **CONSULTANT** shall at all times be deemed an independent contractor and not an agent or employee of **CITY**.

12. **INDEMNITY**

**CONSULTANT** hereby agrees to indemnify and save harmless **CITY**, its officers, agents and employees of and from:

a. Any and all claims and demands which may be made against **CITY**, its officers, agents, or employees by reason of any injury to or death of or damage to any person or corporation caused by any negligent act or omission of **CONSULTANT** under this Agreement or of **CONSULTANT**'s employees or agents;

b. Any and all damage to or destruction of the property of CITY, its officers, agents, or employees occupied or used by or in the care, custody, or control of CONSULTANT, or in proximity to the site of CONSULTANT's work, caused by any negligent act or omission of CONSULTANT under this Agreement or of CONSULTANT's employees or agents;

c. Any and all claims and demands which may be made against CITY, its officers, agents, or employees by reason of any injury to or death of or damage suffered or sustained by any employee or agent of CONSULTANT under this Agreement, however caused, excepting, however, any such claims and demands which are the result of the sole negligence or willful misconduct of CITY, its officers, agents, or employees;

d. Any and all claims and demands which may be made against CITY, its officers, agents, or employees by reason of any infringement or alleged infringement of any patent rights or copyrights or claims caused by the use of any apparatus, appliance, or materials produced or furnished by CONSULTANT under this Agreement; and

e. Any and all penalties imposed or damages sought on account of the violation of any law or regulation or of any term or condition of any permit, when said violation of any law or regulation or of any term or condition of any permit is due to negligence on the part of the CONSULTANT.

f. CONSULTANT, at its own cost, expense, and risk, shall defend CITY from any and all claims, demands, suits, actions, or other legal proceedings, including those to enforce any penalty that may be brought against CITY, its officers, agents or employees, and pay and satisfy any judgment or decree that may be rendered against CITY, its officers, agents, or

employees in any such suit, action or other legal proceeding, when same were due to negligence of the **CONSULTANT**.

13. **INSURANCE REQUIREMENTS**

a. Types of Insurance Required. Without limiting **CONSULTANT**'s indemnification of **CITY**, and prior to commencement of Work, **CONSULTANT** shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to **CITY**.

(i) **General liability insurance.** **CONSULTANT** shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, 2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

(ii) **Automobile liability insurance.** **CONSULTANT** shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the **CONSULTANT** arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

(iii) **Professional liability (errors & omissions) insurance.** CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

(iv) **Workers' compensation insurance.** CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). CONSULTANT shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its officers, agents, employees and volunteers.

b. Other provisions or requirements

(i) **Proof of insurance.** CONSULTANT shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by CITY's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.



(ii) **Duration of coverage.** CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, its agents, representatives, employees or subconsultants.

(iii) **CITY's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, CITY may cancel this Agreement.

(iv) **Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's Risk Manager.

(v) **Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow

**CONSULTANT** or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. **CONSULTANT** hereby waives its own right of recovery against **CITY**, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

**(vi) Enforcement of contract provisions (non estoppel).** **CONSULTANT** acknowledges and agrees that any actual or alleged failure on the part of the **CITY** to inform **CONSULTANT** of non-compliance with any requirement imposes no additional obligations on the **CITY** nor does it waive any rights hereunder.

**(vii) Requirements not limiting.** Requirements of specific coverage features or limits contained in this section 13 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

**(viii) Notice of cancellation.** **CONSULTANT** agrees to oblige its insurance agent or broker and insurers to provide to **CITY** with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(ix) **Additional insured status.** General liability policies shall provide or be endorsed to provide that **CITY** and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

(x) **CITY's right to revise specifications.** The **CITY** reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the **CONSULTANT** ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the **CONSULTANT**, the **CITY** and **CONSULTANT** may renegotiate **CONSULTANT's** compensation.

(xi) **Self-insured retentions.** Any self-insured retentions must be declared to and approved by **CITY**. **CITY** reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by **CITY**.

(xii) **Timely notice of claims.** **CONSULTANT** shall give **CITY** prompt and timely notice of claims made or suits instituted that arise out of or result from **CONSULTANT's** performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(xiii) **Additional insurance.** CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

14. **AGREEMENT BINDING**

The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

15. **WAIVERS**

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provision, ordinance, or law shall not be deemed to be a waiver of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

16. **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.

17. **DISCRIMINATION**

No discrimination shall be made in the employment of persons under this Agreement because of the race, color, national origin, ancestry, religion or sex of such person.

If **CONSULTANT** is found in violation of the nondiscrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of this Agreement, it shall thereby be found in material breach of this Agreement. Thereupon, **CITY** shall have the power to cancel or suspend this Agreement, in whole or in part, or to deduct from the amount payable to **CONSULTANT** the sum of Twenty-five Dollars (\$25) for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract, or both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of a violation of contract under this paragraph.

If **CONSULTANT** is found in violation of the nondiscrimination provisions of this Agreement or the applicable affirmative action guidelines pertaining to this Agreement, **CONSULTANT** shall be found in material breach of the Agreement. Thereupon, **CITY** shall have the power to cancel or suspend this Agreement, in whole or in part, or to deduct from the amount payable to **CONSULTANT** the sum of Two Hundred Fifty Dollars (\$250) for each calendar day during which **CONSULTANT** is found to have been in such noncompliance as damages for said breach of contract, or both.

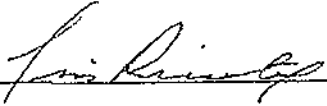
18 **AGREEMENT CONTAINS ALL UNDERSTANDINGS**

This document (including all exhibits referred to above and attached hereto) represents the entire and integrated Agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, or Agreements, either written or oral. This document may be amended only by written instrument, signed by both CITY and CONSULTANT. All provisions of this Agreement are expressly made conditions. This Agreement shall be governed by the laws of the State of California.

*[signatures on following page]*

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

**TODD ENGINEERS**

By: 

**CITY OF PASO ROBLES**

By: 

**ATTEST:**



Dennis Fansler  
City Clerk

The consultant understands and agrees that by entering into this contract, a statement of economic interests may be required to be filed, as required by the City's Conflict of Interest Code and the provision of the Political Reform Act (Govt. Code Section 81000 et seq.).

**EXHIBIT "A"**

1. **CONSULTANT's Contract Team:**
  - a. Iris Priestaff, PhD, Project Manager
  - b. Kate White, Senior Engineer

2. **Payment Schedule:**

**Total Compensation: \$19,860**

**Payment Schedule upon Completion of following Tasks:**

Tasks	% of CONTRACT	PAYMENT AMOUNT
Task 1 - Data Acquisition and Review	20%	\$3,940
Task 2 - Water Supply and Demand Assessment	28%	\$5,580
Task 3 - Reporting	45%	8,900
Task 4 - Project Coordination	7%	\$1,440
<b>TOTAL</b>	<b>100%</b>	<b>\$19,860</b>



**EXHIBIT B**  
**SCOPE OF SERVICES**

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## TODD ENGINEERS

2490 Mariner Square Loop, Suite 215  
Alameda, CA 94501  
(510) 747-6920

September 16, 2013

### MEMORANDUM

*Transmitted via e-mail*

**To:** Christopher Alakel, City of El Paso de Robles  
Carol Florence, Oasis Associates

**cc:** Ed Gallagher, City of El Paso de Robles

**From:** Iris Priestaf, PhD, President, and Kate White, PE

**Re:** Revised Proposal to Prepare a Water Supply Assessment for the Paso Robles Gateway Project, Paso Robles, California

The Paso Robles Gateway Project (PRGP or project) is a four-phased project that consists of three hotels, three commercial retail/office sites, and a 30-lot residential subdivision amid agricultural land and open space. The project is northwest of the South Vine Street and State Route 46 intersection just outside the southwest boundary of the City of Paso Robles city limits. It is within County jurisdiction and, while not part of the City's 2012 Sphere of Influence (SOI) Update, it is an area of special interest in the 2012 SOI Update Memorandum of Agreement between the City and County of San Luis Obispo. Based on project approval and annexation by the end of 2014, the four phases of the project are as follows: Phase 1 (2015-2020), Phase 2 (2020-2022), Phase 3 (2025-2027), and Phase 4 (2025-2030).

This proposal outlines the scope and estimated costs for a Water Supply Assessment (WSA) for the project. The WSA will be an attachment to an Environmental Impact Report (EIR) prepared for this project. The WSA will incorporate current and future water supply and demand information from the City's 2010 Urban Water Management Plan (UWMP), available City and County documents regarding water supplies (groundwater, Nacimiento supply, recycled water), current water use, and estimated water use of this project and other approved and proposed projects. The analysis will extend to 2035, address water demands in five-year increments, and fulfill SB 610 WSA requirements.

*Todd Engineers*

The PRGP encompasses around 270 acres of rolling grasslands, oak woodlands, riparian habitat and ephemeral drainages. The property is currently used for cattle grazing and almond trees (that have exceeded their productive life cycle), which are located on the northern portion of the property. Two alignments of South Vine Street are being considered (Caltrans and Furlotti alignments) but the proposed developments under each alignment are similar enough in terms of water use to be analyzed as one in this WSA. After annexation, the City would supply water to the commercial and residential development. Four existing wells would supply water to 114 acres of proposed vineyards, low water use orchards and other potential agricultural uses. Around 96 acres will be designated open space and habitat preservation. Water demands of 97.2 acre feet per year (AFY) have been estimated for the project. The project site overlies the western portion of the Atascadero subbasin of the Paso Robles Groundwater Basin; however, according to the applicant's project description (July 22, 2013) the wells are reportedly outside the groundwater basin boundary. Wastewater would be treated at the City's wastewater treatment plant.

Groundwater level declines are an issue in the basin and the applicant will be required to purchase additional water from the Nacimiento Water Project (NWP) above the current commitment by the City. A treatment plant upgrade for the NWP water is proposed to be completed in 2015.

The following sections outline our scope of work, staffing, schedule and budget for the WSA.

### **Scope of Work**

Todd Engineers will work closely with the City, Oasis Associates, and the EIR team to prepare a WSA that documents the project water demand and supply in compliance with the water code; our approach will follow the Department of Water Resources (DWR) *Guidebook* for Implementation of SB 610 and 221. We assume that the Administrative Draft EIR will be prepared at roughly the same time as the WSA. It is important that the hydrology and water supply sections be consistent with the WSA; in fact, we anticipate that the EIR will use relevant sections of the WSA. Coordination with the EIR consultant is assumed; Task 3 Reporting includes our review of relevant sections of the ADEIR.

#### **Task 1 Data Acquisition and Review**

In this task, we will acquire and review relevant information. From our previous work with the City and other local agencies, we already have regional reports, the 2010 UWMP, and the Paso Robles Resource Capacity Study; we are familiar with City's water supply and water demand data having authored the 2010 UWMP. To compare current water use to those predicted in the 2010 UWMP, we will request information on current water use by sector (single family, multi-family, commercial, industrial,

institutional/governmental, and other). We will also request information on projects that have been approved, or are currently being planned, and the anticipated water use of those projects. We have copies of the June 2013 Commercial/Industrial and Residential activity reports that summarize major activity between December 31, 2012 and June 30, 2013. This information will assist in documenting recent or potential allocations of the UWMP's planned increases in water demands. These demands will be totaled and compared to the future demand estimates in the UWMP to calculate the remaining available water demand.

We will also request updated information on the status of the Nacimiento Water Project and treatment plant upgrade to document this supply as a viable option for project water. Other information relevant to overall City supplies includes water supply system improvement projects, status of conservation programs, and updates on water recycling in the City.

#### **Task 2 Water Supply and Demand Assessment**

This task involves evaluation of water supply and demand for the project during normal and drought conditions with projection to the year 2035. Water supply and demand will be compared to assess the sufficiency of water supply for the project in light of the service area's total water supply and demand, as documented in the 2010 UWMP, and with the potential for delivery of additional NWP water.

**2a. Assess Water Demand.** This section will succinctly document the City's existing water demands and planned future water demands by water use sectors in five-year increments, including drought conditions. The 2010 UWMP will be the major reference, but information may be updated to reflect any changes in future development. The water demands of the project were not included in the 2010 UWMP; we will review the project proponent's estimate of water demand in light of appropriate water use factors and the values presented in the 2010 UWMP.

**2b. Assess Water Supply.** The City's water supply currently includes only groundwater but NWP water is anticipated to be available in 2015. Because groundwater is a source, we will provide the documentation of groundwater supply required by the Water Code, including description of the groundwater basin, local groundwater management, condition of the basin in terms of overdraft, and documentation of groundwater quality and any contamination problems that would limit groundwater use for the project. Coordinating with the hydrogeologist on the EIR team, we will evaluate the source of groundwater supply from project wells proposed for agriculture. We will also discuss the prospective procurement of additional NWP water. The analysis will address water supply not only for normal years, but also for single-year and multiple-year droughts.

**2c. Determine Sufficiency.** The water supply assessment will provide a discussion of the sufficiency of water supply for the project. This will involve comparison of total water

*Todd Engineers*

supply and demand for the service area with the project under normal conditions with a projection in five-year increments over a 20-year period. This analysis may include evaluation of differing amounts of additional NWP water. The discussion will also address single-year and multiple-year drought conditions. Summary tables will document existing and planned water supplies and demands in 5-year increments over a 20-year projection.

### **Task 3 Reporting**

**3a. Administrative Draft Report.** The water supply assessment will be presented as a draft report for internal review by City staff and Oasis Associates. The text of the report will be concise and focused on relevant tables. Graphics may be limited to a study area map. For purposes of costing, we assume submittal of an electronic version of the report (pdf). Consistency between the ADEIR and WSA is crucial to a credible document; this task includes our review of relevant sections of the ADEIR (e.g., hydrology and water quality, water/wastewater facilities).

**3b. Draft Report.** We will address comments on the administrative draft and subsequently submit a draft report in electronic format to the City and Oasis Associates.

**3c. Final Report.** We will address comments on the draft and subsequently submit a final report. We assume the final report will be submitted electronically. The final report will be suitable for inclusion as an appendix to the EIR. Our cost estimate assumes minimal public comments.

### **Task 4 Coordination and Meetings**

This task includes project management and coordination among Todd Engineers, City staff, Oasis Associates, and the EIR prepares; we assume that much communication will occur via email. We have not included meetings or formal presentations in this scope and budget. We would be happy to support the City in meetings on a time and materials basis. A schedule of charges is included at the end of this proposal. We estimate that it would cost about \$2,340 for one person to attend a meeting in Paso Robles.

### **STAFFING**

Iris Priestaf, PhD, President, will serve as project manager with responsibility for the accurate and timely completion of the project within the cost estimate. She will be assisted by Kate White, Senior Engineer.

### **SCHEDULE**

We can complete the administrative draft WSA within six weeks of notice to proceed assuming timely provision of information. This schedule assumes a finding of sufficient

*Todd Engineers*

water supply. On our part, Todd Engineers is prepared to start upon notice to proceed; we are willing to commit our resources to meet the schedule.

**WSA BUDGET**

Our proposed budget for the WSA is summarized below for a total of \$19,860. This budget assumes that the project description will not change significantly in terms of water demand during the EIR/WSA process and a likely finding of sufficient water supply provided NWP water is available. Todd Engineers submits monthly invoices on a time and materials basis and we regard this as a not-to-exceed budget.

Task 1 Data Acquisition and Review	\$ 3,940
Task 2 Water Supply and Demand Assessment	\$ 5,580
Task 3 Reporting	\$ 8,900
Task 4 Project Coordination	<u>\$ 1,440</u>
<b>Total:</b>	<b>\$19,860</b>

**EXHIBIT C**  
**COST ESTIMATES AND BILLING RATES**

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# TODD ENGINEERS

GROUNDWATER • WATER RESOURCES • HYDROGEOLOGY • ENVIRONMENTAL ENGINEERING

## SCHEDULE OF CHARGES

*January 2013*

Professional Services	Hourly Rates
Principal Consultant	\$200.00 - \$210.00
Principal Engineer	\$200.00 - \$210.00
Principal Geologist/Hydrogeologist	\$200.00 - \$210.00
Senior Geochemist	\$190.00 - \$200.00
Senior Hydrologist	\$180.00 - \$190.00
Senior Geologist/Hydrogeologist/Engineer	\$175.00 - \$210.00
Associate Geologist/Hydrogeologist/Engineer	\$140.00 - \$150.00
Staff Geologist/Hydrogeologist/Engineer	\$120.00 - \$130.00

Technical Services	
CAD/GIS/Graphics Specialist	\$ 100.00 - \$110.00
GIS/Drafting Support	\$ 80.00 - \$ 90.00
Clerical	\$ 87.00

### *Communications*

*2% of Professional Services*

### *Travel Time*

*Travel time will be charged at regular hourly rates.*

### *Litigation, Depositions, and Testimony*

*Deposition and trial testimony are charged at twice hourly rates.*

*Rates are subject to adjustment Semi-annually, in January & July*

### *Outside Services*

*All services not ordinarily furnished by Todd Engineers, including printing, subcontracted services, local mileage, travel by common carrier, etc. are billed at cost + 15%. Local mileage is billed at the current Federal mileage rate. (\$ 0.565 POV mileage rate for the period starting 1/1/2013)*

2490 Mariner Square Loop, Suite 215 • Alameda, CA 9450-1080 • 510/747-6920 • Fax 510/747-6921

GL-2013



**EXHIBIT D**  
**PERFORMANCE SCHEDULE**

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## **TODD ENGINEERS**

### **Project Schedule**

We can complete the administrative draft WSA within six weeks of notice to proceed assuming timely provision of information. This schedule assumes a finding of sufficient water supply. On our part, Todd Engineers is prepared to start upon notice to proceed; we are willing to commit our resources to meet the schedule.

Client#: 1589

DAVIDKEIT

**ACORD™ CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)  
10/09/2013

<b>PRODUCER</b> Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
<b>INSURED</b> David Keith Todd Consulting Engineers, dba: Todd Engineers 2490 Mariners Square Loop, Ste. 215 Alameda, CA 94501-1010	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"><b>INSURERS AFFORDING COVERAGE</b></td> <td style="width: 20%;"><b>NAIC #</b></td> </tr> <tr> <td>INSURER A: Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>	INSURER A: Greenwich Insurance Company	22322	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>												
INSURER A: Greenwich Insurance Company	22322												
INSURER B:													
INSURER C:													
INSURER D:													
INSURER E:													

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurr/accnt) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$												
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$												
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;">WC STATU-TORY LIMITS</td> <td style="width: 10%;">OTH-ER</td> <td style="width: 80%;"></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER		E.L. EACH ACCIDENT		\$	E.L. DISEASE - EA EMPLOYEE		\$	E.L. DISEASE - POLICY LIMIT		\$
WC STATU-TORY LIMITS	OTH-ER																
E.L. EACH ACCIDENT		\$															
E.L. DISEASE - EA EMPLOYEE		\$															
E.L. DISEASE - POLICY LIMIT		\$															
A	OTHER Professional Liability	PEC001525309	10/27/12	10/27/13	\$2,000,000 per claim \$2,000,000 annl aggr.												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 PROJECT: 30724 Paso Robles Gateway WSA

<b>CERTIFICATE HOLDER</b> City of Paso Robles Community Development Department Attn: Susan DeCarli 1000 Spring Street Paso Robles, CA 93446	<b>CANCELLATION 10 Days for Non-Payment</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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# Exhibit E

# Exhibit E



# CITY OF EL PASO DE ROBLES

"The Pass of the Oaks"

April 9, 2014

Dear Messrs. Furlotti and Biedenbender,

## Quorum Properties Non-Payment

As you know, Quorum Properties ("Quorum") and the City of El Paso de Robles ("City") entered into an Agreement for Advance of Funds, dated April 26, 2011, (the "Agreement") regarding the processing of various applications for Quorum's proposed "Project," as defined in the Agreement. The Agreement requires that Quorum deposit funds with the City to pay for the City's costs associated with the Project, in advance and in the amounts requested.

Specifically, Section 2 provides as follows:

Developer understands and acknowledges that the amount of the initial deposit will not be sufficient to pay for the City's costs associated with the Project. Upon written notice from the City, Developer agrees that it will, within five (5) business days of such notice, provide City with additional funds as specified by the City for the accounts established above. The amounts of such additional deposits shall be based on the City's good faith estimates of City's expenditures anticipated for the following two months. (emphasis added.)

The section further provides that the City has the right to cease work on the Project if payment is not timely received.

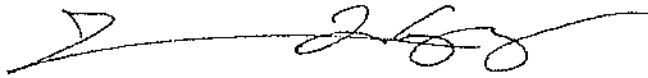
On March 19, 2014, Ed Gallagher, the Community Development Director, notified you by e-mail that the City had received an invoice from AECOM in the amount of \$69,835 for completion of the Administrative Draft EIR, with another AECOM invoice expected shortly, and that there was less than \$40,000 on deposit with the City, thus resulting in a shortfall. Mr. Gallagher notified you that an additional \$140,000 was required to be deposited within five business days in order for work to continue on the Project.

On March 26, 2014, you notified Mr. Gallagher to suspend processing the Project, and to send an accounting in order to "settle the outstanding balance." You also stated that the administrative draft EIR "is not sufficient."

On March 31, 2014, Mr. Gallagher sent you the requested accounting, and stated that \$43,210.64 was due. He followed up with another e-mail on April 1, 2014, since the City had received another invoice from AECOM for work done through March 19, 2014, the date on which the firm was told to stop work on your Project. Therefore, the amount due immediately to the City was \$117,213.64 to cover the City's incurred costs to date. An additional \$46,000 would be required to continue any work on the Project.

The City has not received any payment from you since the City's April 1, 2014 notification, and Quorum therefore is in breach of the Agreement. If the City does not receive payment of the full amount of \$117,213.64 due under the Agreement within five (5) business days of the date of this letter, please be advised that the City will pursue any and all remedies available to it. In the meantime, LAFCO staff has been notified that you have instructed the City to suspend processing the Project.

Sincerely,

A handwritten signature in black ink, appearing to read 'James L. App', written over a horizontal line.

James L. App,  
City Manager

cc: Paso Robles City Council  
Paso Robles City Attorney  
E. Gallagher, Dir, Community Development

# Exhibit F

# Exhibit F

REC'D 15 APR 2014  
JCL



ATTORNEYS AT LAW

18101 Von Karman Avenue  
Suite 1800  
Irvine, CA 92612  
T 949.833.7800  
F 949.833.7878

Gregory W. Sanders  
gsanders@nossaman.com

Refer To File #: 290324-0001

VIA OVERNIGHT MAIL

April 14, 2014

James L. App  
City Manager, City of Paso Robles  
1000 Spring Street  
Paso Robles CA 93446

Re: **Response to Letter of April 9, 2014 Regarding Financing the Preparation of an Environmental Impact Report for the Paso Robles Gateway Project**

Dear Mr. App:

We represent Quorum Realty Fund IV, LLC (successor in interest to Quorum Realty Fund III, LLC) ("Quorum Realty"). This letter responds to your letter dated April 9, 2014 to Quorum Realty regarding payment for the preparation of an environmental impact report ("EIR") for the Paso Robles Gateway Project ("Project"). As you know, Quorum Realty has entered into an agreement with the City of Paso Robles ("City") for advancement of funds to the City for the City's preparation of an EIR in accordance with the California Environmental Quality Act ("CEQA").<sup>1</sup> (Agreement for Advance of Funds between Quorum Properties and the City of El Paso Robles, April 26, 2011, hereinafter "Agreement".) The City's currently prepared Administrative Draft EIR ("ADEIR") is at this time not in compliance with CEQA. Accordingly, the City has not met its duties and obligations under the Agreement, and Quorum Realty is accordingly under no obligation to advance funds to the City.

In your letter of April 9, 2014, you request funds from Quorum Realty pursuant to the Agreement. Specifically, you request \$69,835 for the delivery of an ADEIR from AECOM Technical Services, Inc. ("AECOM") pursuant to a payment schedule agreed to in September 2013 (See Attachment A, email from Carol Florence to Michael Furlotti and Larry Werner Providing AECOM Payment Schedule.) However, because the ADEIR prepared by AECOM is not in compliance with CEQA, an adequate ADEIR has not been delivered as required under the payment schedule, and Quorum Realty is not obligated to advance the requested funds at this time.

Quorum Realty's obligation to advance funds is limited by the terms of the Agreement. Under the Agreement, Quorum Realty is required to advance funds only for an ADEIR **prepared pursuant to CEQA**. (Agreement, Section 2.d). Moreover, the implied covenant of good faith and fair dealing under the common law of contracts requires the City to fulfill its obligations under the Agreement in accordance with the law. As it currently stands, the ADEIR prepared by the City and for which the City is requesting an advance of funds does not meet CEQA standards. Accordingly, Quorum Realty is not required to advance funds until the City corrects

<sup>1</sup> Public Resources Code, section 21000 et seq.



or causes to be corrected the deficiencies in the currently-drafted ADEIR so that it is sufficient to meet the legal standards set forth in CEQA and the CEQA Guidelines.<sup>2</sup>

Additionally, the City has failed to keep Quorum Realty informed of increased overhead costs involved in the preparation of the ADEIR. The City is requesting well-over the initial estimated costs for preparation of the ADEIR without having given notice to Quorum Realty that it would be expected to pay such increased costs. As discussed in further detail below, the City has thus breached its duty to act in good faith in its dealings with Quorum Realty while preparing the ADEIR.

**A. THE ADEIR PREPARED BY THE CITY IS NOT COMPLIANT WITH CEQA.**

**1. THE ADEIR'S ANALYSIS OF THE REALIGNMENT OF SOUTH VINE STREET FAILS TO MEET CEQA STANDARDS.**

Section 4.13 of the ADEIR states that the Project will have significant impacts on transportation and traffic that will require mitigation measures to be undertaken. Specifically, the Project is expected to generate 6,668 vehicle trips per day and 526 trips per hour during the afternoon peak hour. (EIR § 4.13.6, IMPACT TRA-1.) The proposed measure to mitigate for this significant effect is a realignment of South Vine Street.

The realignment of South Vine Street may take two possible forms, referred to in the ADEIR as (1) the "Caltrans Alignment" and (2) the "Furlotti Alignment." The Caltrans Alignment is a realignment of South Vine Street proposed by Caltrans in December 2009 that would help decrease future traffic congestion anticipated at the US Highway 101/State Route 46 interchange, an interchange that is adjacent to the Project. (EIR § 2.3.2, page 2-7.) The Caltrans Alignment would pass partially through Quorum Realty's property and partially through property under different ownership. Under the Furlotti Alignment, by contrast, the realignment of South Vine Street would pass entirely through Quorum Realty's property. The ADEIR proposes the Furlotti Alignment, not the Caltrans Alignment, as a mitigation measure for Project's traffic impacts. (EIR §§ 2.1, page 2-2 and 2.3.2, page 2-7.)

**a. The ADEIR Is Legally Insufficient Because It Fails to Adequately Analyze the Alternative Caltrans Alignment of South Vine Street.**

CEQA mandates that, where several measures are available to mitigate for a project's significant impacts, an EIR must discuss each available measure. (CEQA Guidelines, § 15126.4, subd. (a)(1)(B).) As the ADEIR concedes, both the Furlotti Alignment and the Caltrans Alignment are possible mitigation measures for the Project's traffic impacts. (EIR § 4.13, page 4.13-10 ["From a traffic circulation perspective, either the original Caltrans alignment or the proposed Furlotti alignment would be acceptable".].) However, the ADEIR currently focuses its

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<sup>2</sup> California Code of Regulations, title 14, section 15000 et seq. Quorum Realty recognizes that an ADEIR is not a draft EIR and that changes to the document will occur as the ADEIR is circulated. However, an ADEIR must, at a minimum, be CEQA compliant. Quorum Realty is not obligated to bear the costs of bringing a legally insufficient ADEIR up to CEQA standards, nor would it be fair to impose such an obligation upon Quorum Realty.

discussion only on the Furlotti Alignment of South Vine Street. (EIR § 2.3.2, page 2-7 ["This EIR focuses on the Furlotti alignment".]) As a result, the ADEIR does not properly analyze the potential Caltrans Alignment as a mitigation measure. In fact, the Caltrans Alignment is only analyzed in the biology and noise sections of the ADEIR. Even in these sections where the Caltrans Alignment receives a cursory analysis, the ADEIR does not address the differences in environmental impacts that it would produce vis-à-vis the Furlotti Alignment.

For example, in the biology section of the ADEIR, Table 4.4-5 gives an overview of the biological impacts of the Caltrans Alignment. Of the impacts analyzed, five of them are less severe than the impacts that would occur as a result of implementing the Furlotti Alignment. (Compare ADEIR Table 4.4-4 with Table 4.4-5.) Specifically, the Caltrans Alignment would have lesser significant environmental impacts on annual brome grassland, coast live oak woodland (riparian), orchard, and disturbed/anthropogenic habitats. The ADEIR does not provide any analysis of these differences. In fact, it perfunctorily states that the Caltrans and Furlotti Alignments would have "identical" effects on "migratory birds and other bird species and oak trees." (EIR § 4.4, page 4.4-36). This statement cannot be true given the difference in impacts to habitat that the two alignments would produce. Moreover, visual inspections of the area through which the Furlotti Alignment is proposed have revealed that thirty-five oak trees would need to be removed to construct the Furlotti Alignment. This is in stark contrast to the Caltrans Alignment, which would not require removal of a single oak tree. Such differences between the two alignments must be analyzed in the ADEIR. (See *Santiago Water District v. County of Orange* (1981) 118 Cal.App.3d 818, 831 ["The EIR must contain facts and analysis, not just the bare conclusions of a public agency."].)

**b. The ADEIR Is Legally Insufficient Because It Fails to Provide Reasons Underlying Its Choice of the Furlotti Alignment of South Vine Street.**

CEQA mandates that, where several measures are available to mitigate for a project's significant impacts, an EIR must identify the basis for selecting a particular mitigation measure over others available. (CEQA Guidelines, § 15126.4 subd. (a)(1)(B).) The ADEIR prepared by the City currently offers no justification for choosing the Furlotti Alignment over the Caltrans Alignment to mitigate for the Project's traffic impacts. Instead of identifying the reasons underlying the City's decision to incorporate the Furlotti Alignment as a mitigation measure, the ADEIR merely states the following: "This EIR focuses on the Furlotti Alignment, since that is the proposal of the applicant." (ADEIR § 2.3.2, page 2-7). This is not a sufficient discussion under CEQA; it merely states that the Furlotti Alignment has been selected as a mitigation measure, but it gives no reasons *why* such a selection was made over the Caltrans Alignment. Without such information, the ADEIR is in violation of the CEQA Guidelines.

Aside from the insufficiency of the statement from the ADEIR regarding the Furlotti Alignment quoted above, the statement is not accurate. At no time has Quorum Realty proposed that the Furlotti Alignment be incorporated into the Project. On many occasions, Quorum Realty has made it abundantly clear to City officials from the time the Project was first proposed that the Caltrans Alignment is preferred. In fact, as you well know, Quorum Realty offered to the City to advance funds to form an assessment district to finance acquisition of right-of-way and construction of that portion of the Caltrans Alignment not on its property and to dedicate the right-of-way and construct that portion of the Caltrans Alignment on its property (with the exception of construction of the bridge, which Quorum Realty agreed to pay its pro-rata

share). In a meeting attended by the undersigned, you agreed to that concept. Given that, it is disconcerting to Quorum Realty that the above quoted statement found its way into the ADEIR. We can only assume that there has been a lack of communication between City officials and AECOM.

Quorum Realty has no objection to consideration of the Furlotti Alignment in the ADEIR. In fact, as discussed herein, Quorum Realty believes that CEQA requires consideration of the Furlotti Alignment in the ADEIR. The ADEIR treats the Furlotti Alignment as a *fait accompli*, however, and that is not permissible under CEQA.

It is particularly important that the ADEIR provide specific reasons for its choice of the Furlotti Alignment because the little analysis the ADEIR does give of the Caltrans Alignment does not support the choice of the Furlotti Alignment as the preferred mitigation measure. Agencies cannot approve projects as proposed if feasible mitigation measures exist that could substantially lessen a project's significant environmental effects. (*Mountain Lion Foundation v. Fish Games Commission* (1997) 16 Cal. 4th 105, 134.) In this case, the biological effects of the Furlotti Alignment are more severe than the biological effects of the Caltrans Alignment. (See discussion 1.A above.) In addition to the more detrimental effects that the Furlotti Alignment would produce on five different habitat types, the Furlotti Alignment requires the removal of thirty-five oak trees. **No** oak tree removals are required for the Caltrans Alignment. Choosing the Furlotti Alignment over the Caltrans alignment would thus contradict the City's General Plan, which specifically defines an important goal of the City to be preserve existing oak trees. (City of El Paso de Robles General Plan 2003, Conservation Element, Policy C-3A, *available at* <http://www.prcity.com/government/departments/commdev/planning/pdf/general-plan-2003/ConservationElement.pdf>.) Moreover, selection of the Furlotti Alignment over the Caltrans Alignment cannot be justified under the City's Municipal Code, which places particular emphasis on the preservation of oak trees in order to maintain the heritage and character of the City. (Paso Robles Municipal Code § 10.1.)

Finally, the Noise Impacts section of the ADEIR notes that the Furlotti Alignment would produce greater noise impacts to than the Caltrans Alignment. (EIR § 4.11, Table 4.11-3 and Table 4.11-4.)

In sum, the ADEIR's lack of sufficient information regarding the Caltrans Alignment as a potential mitigation measure for the Project's significant traffic impacts renders the ADEIR insufficient under CEQA. (Pub. Resources Code, § 21061 [the purpose of an [EIR] is to provide public agencies and the public in general with detailed information about the effect which a proposed project is likely to have on the environment...[and] to list ways in which the significant effects of a project might be minimized.]; *County of Orange v. Superior Court* (2003) 113 Cal. App. 4th 1, 10 ["[O]ne of the major objectives of the CEQA process" is "to foster better (more environmentally sensitive) projects through revisions which are precipitated by the preparation of EIR's."].)

## **2. THE ADEIR IS LEGALLY DEFICIENT BECAUSE IT FAILS TO ANALYZE AND MITIGATE FOR POSSIBLE ENERGY EFFECTS OF THE PROJECT.**

The ADEIR also fails to analyze the potential energy impacts of the Project and fails to propose mitigation measures for any such impacts. Under CEQA, an EIR is "fatally defective" if

it fails to analyze potential energy effects of a project and include a detailed statement setting forth the mitigation measures proposed to reduce wasteful, inefficient, and unnecessary consumption of energy. (*People v. County of Kern* (1976) 62 Cal.App.3d 761, 774). Appendix F to the CEQA Guidelines outlines the potential energy effects of a project that should be analyzed, including "the project's projected transportation energy use requirements and its overall use of efficient transportation alternatives." (CEQA Guidelines, Appendix F, subd. (II)(C)(6).) Potential mitigation measures may include "measures to reduce wasteful, inefficient and unnecessary consumption of energy during construction, operation, maintenance and/or removal. The discussion should explain why certain measures were incorporated in the project and why other measures were dismissed." (*Id.* at subd. (II)(D)(1).)

The Project is expected to generate 6,668 vehicle trips per day, yet the ADEIR includes no discussion of the potential energy impacts from this increased amount of transportation. (ADEIR § 4.13.6, IMPACT TRA-1.) Instead, the ADEIR merely states that construction and operation of the Project will require the use of natural gas and fossil fuels. (ADEIR § 5.2, page 5-3). No analysis of the extent of natural gas and fossil fuels to be used during construction and operation is provided, and there is no acknowledgment or analysis of the increased use of fossil fuels that can be expected to occur given the increased traffic that the Project will create. Transportation energy impacts must be analyzed for an EIR to be legally sufficient. (*California Clean Energy Committee v. City of Woodland* (2014) Cal. App. LEXIS 300, 71 [holding that EIR for a proposed shopping center was deficient insofar as it did not assess or consider mitigation for transportation energy impacts of the shopping center].) More than a cursory acknowledgement that construction or operations will have an effect on energy is required. Accordingly, the ADEIR does not meet necessary CEQA requirements.

### 3. THE ADEIR LACKS SUFFICIENT DETAIL REGARDING THE PROJECT'S POTENTIAL ENVIRONMENTAL EFFECTS.

The ADEIR fails to provide enough detail to inform the public and decisionmakers of potential, significant environmental effects that the Project may cause. Under CEQA, an EIR must contain sufficiently detailed facts and analysis to allow decisionmakers to make intelligent judgments. (Pub. Resources Code § 21061 ["The purpose of an [EIR] is to provide public agencies and the public in general with **detailed information** about the effect which a proposed project is likely to have on the environment"]; CEQA Guidelines, § 15151 ["An EIR should be prepared with a **sufficient degree of analysis** to provide decisionmakers with information which enables them to make a decision which intelligently takes account of environmental consequences"].)

#### a. The Biological Resources Section of the ADEIR Lacks Sufficient Detail.

As part of the requirement that an EIR provide sufficient detail, an EIR may not allow potential environmental problems to be "swept under the rug." (*Kings County Farm Bureau v. City of Hanford* (1990) 221 Cal.App.3d 692, 733.) The ADEIR as currently drafted attempts to sweep serious problems under the rug by not fully analyzing the biological effects of the proposed Furlotti Alignment mitigation measure. As discussed above, visual inspection of the area through which the Furlotti Alignment is proposed has revealed that thirty-five oak trees would need to be removed to construct the Furlotti Alignment. The ADEIR makes no mention of this significant biological impact. In the Biological Resources section, the ADEIR states that

construction of the Project would result in the removal of "several" oak trees. (ADEIR § 4.4, page 4.4-33.) This description is both wrong and inadequate. First, it is possible to know exactly how many oak trees will need to be removed to construct the Project, and the exact number should be used instead of "several." Second, the vagueness of the phrase notwithstanding, "several" is in no way an accurate description of thirty-five trees.

The loss of the oak trees that will be affected by the Project also contradicts the City's Oak Tree Preservation Ordinance, which requires that oak trees in the Paso Robles area be preserved. (Paso Robles Municipal Code § 10.1.) Under CEQA, if a project will conflict with a local policy or ordinance protecting biological resources, such conflict is considered a significant biological effect. (CEQA Guidelines, Appendix G, IV.e.) Thus, because the ADEIR does not adequately analyze the extent to which the Project conflicts with the City's Oak Tree Preservation Ordinance, it fails to provide an adequate analysis of a significant biological effect. In sum, the ADEIR's lack of detail and analysis of the Project's effects on oak trees - a biological effect that can be quantified precisely and that conflicts with the City's code - renders the ADEIR legally inadequate.

**b. The Hydrology and Water Quality Section of the ADEIR Lacks Sufficient Detail.**

The Hydrology and Water Quality section of the ADEIR states the following:

"Water for construction purposes (dust control, compaction, etc.) will be obtained from existing or future City sources. Depending on the timing of the Project relative to the upgrade of the City wastewater treatment plant, reclaimed wastewater may be available for use as dust control. If it is available, then reclaimed water will be used. Groundwater from onsite wells will not be used for these activities. Therefore, there will be no impacts with regard to depletion of groundwater supplies within the Atascadero Subbasin during construction activities." (EIR § 4.9, page 4.9-16.)

The above statement does not provide the necessary level of detail required to understand what effect construction activities may have on groundwater levels. It does not define "existing or future uses," a term that encompasses any possible source of water. There is no discussion of what water will be used for dust control should reclaimed water not be available. These questions must be addressed.

Additionally, the Hydrology and Water Quality cumulative impacts analysis is insufficiently detailed. The section states in relevant part that "information indicates that the cumulative use of groundwater within the Atascadero Subbasin is not yet a substantial adverse effect" and thus "the Project influence on cumulative effects related to groundwater withdrawal is also expected to be less than significant." (EIR § 4.9, page 4.9-17.) This statement makes an assumption without the requisite analysis. That is, even though the cumulative use of groundwater is not **yet** a substantial adverse effect, it cannot be assumed based on current use that the Project will not contribute to a cumulative, adverse effect on groundwater supply sometime in the future. Analysis must be undertaken of all projects' cumulative, projected future water use, particularly given California's current drought State of Emergency. (CEQA Guidelines, § 15130 subd. (b) ["The discussion of cumulative impacts shall reflect the severity of

the impacts and their likelihood of occurrence”]; see Press Release, Governor Brown Declares Drought State of Emergency (Jan. 17, 2014), at <http://gov.ca.gov/news.php?id=18368>.)

**c. The Irreversible Changes Section of the ADEIR Lacks Sufficient Detail.**

An EIR must provide an evaluation of irreversible changes and commitments of resources that result from a Project in order to assure that such irreversible effects are justified. (CEQA Guidelines, § 15126.2 subd. (c).) The ADEIR prepared by the City mentions significant irreversible changes the Project may create, but it provides no evaluation of them. Specifically, the following excerpt provides the entire Significant Irreversible Changes section of the ADEIR:

“Implementation of the Project would require the commitment of non-renewable or slowly renewable resources, such as lumber, steel and fossil fuels in the construction of the proposed development. Operations of the Project would also require the use of energy (e.g., natural gas, fossil fuels). Development of the Project Site would commit the areas developed to urban use for some time, such that their removal or nonuse is unlikely in the future. Environmental accidents would not be anticipated from the proposed land uses. The South Vine Street realignment is considered an improvement of area traffic flow and geometrics (e.g., improved lines of sight, improved distance between intersections, and reduced local emissions from vehicle idling).” (ADEIR § 5.2, page 5-3.)

This section merely presents a list of the Project’s irreversible significant effects. An evaluation of these significant effects must be provided in order to meet the standards of CEQA.

**4. THE ADEIR DOES NOT MEET CEQA STANDARDS BECAUSE IT RELIES ON A LEGALLY INSUFFICIENT MITIGATION MEASURE.**

The Transportation and Traffic section of the ADEIR concludes that the Project will have significant effects on traffic circulation in the area surrounding the Project (See ADEIR, Table 4.13-2.) These significant effects are proposed to be mitigated by the Furlotti Alignment of Vine Street to the West through the Project area. This mitigation measure, however, does not meet the standards for a mitigation measure under CEQA. There are six requirements for a mitigation measure to be legally sufficient under CEQA:

- (1) the measure must be feasible (CEQA Guideline, § 15126.4(a)(1));
- (2) the measure must be fully enforceable (CEQA Guideline, § 15126.4(a)(2));
- (3) the measure must be consistent with all applicable constitutional requirements (CEQA Guideline, § 15126.4(a)(4));
- (4) the measure must be effective, and there must be evidence in the record showing that the measure will be effective (*Gray v. County of Madera* (2008) 167 Cal.App.4th 1099);

- (5) the measure must be specific, not vague, incomplete, untested, remote, or speculative (*Federation of Hillside & Canyon Ass'ns v. City of Los Angeles* (2000) 83 Cal.App.4th1252); and
- (6) formulation of the mitigation measure should not be deferred until some future time (CEQA Guideline, § 15126.4(a)(1)(B)).

The proposed Furlotti Alignment, located entirely on Quorum Realty's property, fails to meet these requirements. As the ADEIR notes, the traffic effects of the Project are a result of the **cumulative** effects of all projects proposed for development in the area. (ADEIR Table 1.13-2). Thus, the suggested realignment entirely onto Quorum Realty's property likely does not comply with the constitutional limitations of nexus and rough proportionality because the realignment forces Quorum Realty to bear the costs for all other proposed projects in the area. (*Nollan v. California Coastal Commission* (1987) 483 U.S. 825; *Dolan v. City of Tigard* (1994) 512 U.S. 374.) As a result, the Furlotti Alignment and the proposed dedication of its right-of-way is an unenforceable mitigation measure. The ADEIR does not discuss these potential problems. Therefore, the ADEIR's assertion that such impacts have been mitigated is erroneous.

For the foregoing reasons, the ADEIR as currently prepared by the City fails to meet the standards established by CEQA. Accordingly, Quorum Realty is under no obligation at the current time to advance funds under its Agreement with the City for the \$69,835 requested by the City for the delivery of an ADEIR.

**B. THE CITY HAS FAILED TO KEEP QUORUM REALTY INFORMED OF THE INCREASED COSTS ASSOCIATED WITH PREPARING THE ADEIR.**

The City is attempting to charge Quorum Realty for an amount that is well-above the estimated cost of preparing the ADEIR, and the City did not provide Quorum Realty with any notice of the increased costs.

AECOM's initial estimate for delivery of the ADEIR was \$139,670, which included an initial deposit of \$69,835 and a second deposit of \$69,835 for delivery of the ADEIR. (Attachment A.) Notwithstanding the fact that the ADEIR is not compliant with CEQA as addressed above, AECOM has already charged the City a total of \$167,117. (Attachment B, AECOM Invoice from March 31, 2014.) This is an increase of \$27,447 over the initial estimate of \$139,670, raising the total cost to 120% of the initial estimate. Moreover, total costs for consultant expenses to date total \$209,415.20. This is well above the estimate of \$159,530 that was provided to Quorum Realty as the total cost for consultant services through the delivery of an ADEIR. (See Attachment A [\$139,670 for AECOM's services] and Attachment C [\$19,860 for Todd Engineers' services].) Quorum Realty should have been put on notice that the price of the ADEIR was going to include an increased cost of almost \$50,000 for consultant expenses alone.

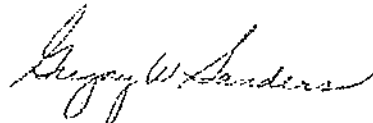
The Agreement requires that the City act in good faith and inform Quorum Realty of all expenses related to preparation of the EIR. Specifically, Section 2.d states that "[p]rior to entering into an agreement with a consultant for the preparation of CEQA documentation associated with the Project, City shall notify [Quorum Realty] of the amount required to be deposited." This requirement clearly indicates that the City must inform Quorum Realty of

James L. App  
April 14, 2014  
Page 9

estimated costs of the ADEIR *before* such expenditures are expected to be made. Section 2.d also states that the City will ask for advanced funds for preparation of the ADEIR "based on the City's good faith estimates of City's expenditures" as well as "provide [Quorum Realty] with information about the expenditures from each account." Thus, the City is required, as an act of good faith and fair dealing that is explicitly spelled out in the Agreement and implicitly implied in all contracts, to keep Quorum Realty advised of the costs.

In sum, while Quorum Realty looks forward to continuing with the Project, the aforementioned issues must first be resolved. The City must meet all of its duties and obligations under the Agreement with Quorum Realty, including producing an ADEIR that complies with the legal requirements of CEQA. Moreover, going forward, the City must act in good faith by keeping Quorum Realty informed of any overhead costs that it will be asking Quorum Realty to pay. Thank you for considering these concerns.

Sincerely,

A handwritten signature in cursive script that reads "Gregory W. Sanders".

Gregory W. Sanders  
of Nossaman LLP



# **ATTACHMENT A**

**From:** Carol Florence <[CMF@oasisassoc.com](mailto:CMF@oasisassoc.com)>  
**Subject:** Paso Robles Gateway - EIR Consultant  
**Date:** September 17, 2013 at 12:03:14 PM PDT  
**To:** Michael Furlotti <[mf@qfunds.net](mailto:mf@qfunds.net)>, "Larry Werner "  
 <[lwerner@northcoastengineering.com](mailto:lwerner@northcoastengineering.com)>  
**Cc:** "Jim App " <[japp@prcity.com](mailto:japp@prcity.com)>, "Ed Gallagher " <[EGallagher@prcity.com](mailto:EGallagher@prcity.com)>, Emily  
 Ewer <[Emily@oasisassoc.com](mailto:Emily@oasisassoc.com)>

Michael & Larry,

After a comprehensive and thorough vetting of the EIR proposals, a fairly rigorous interview process, and a subsequent follow up clarification of both the scope and related fees, we have elected to retain AECOM as the most appropriate fit for the City and you, as the applicant. You may recall that AECOM's original fee estimate = \$280,584. After we requested additional clarification, the adjusted fee estimate now = \$232,784. The City Council is scheduled to formally award the contract on October 1, with the kick-off meeting scheduled for October 14. The following represents the funding schedule for the EIR. Staff will continue to charge on an hourly basis.

PAYMENT SCHEDULE	PAYMENT AMOUNT	% of CONTRACT	SCOPE OF WORK
Initial Deposit	\$ 69,835.00	30%	Peer review & technical studies
2 <sup>nd</sup> Payment	\$ 69,835.00	30%	ADEIR delivery
3 <sup>rd</sup> Payment	\$ 46,557.00	20%	DEIR delivery
4 <sup>th</sup> Payment	\$ 46,557.00	20%	FEIR delivery
<b>TOTAL</b>	<b>\$ 232,784.00</b>		

On a separate but related note, the City will be requiring that a Water Supply Assessment (WSA) be prepared for the project. Todd Engineers, who prepared the City's Urban Water Management Plan, has provided the attached fee proposal for your review and funding. The EIR consultant will be asked to incorporate the WSA into the environmental document.

Thank you for your consideration. Please contact me with your questions and comments.

Respectfully,  
 C.M. Florence, AICP  
 Principal Planner

**OASIS ASSOCIATES, INC.**  
 LANDSCAPE ARCHITECTURE + PLANNING  
 3427 Miguelito Ct., San Luis Obispo, CA 93401  
 P: 805.541.4509 | F: 805.546.0525 | C: 805.459.9972  
[www.OASISASSOC.com](http://www.OASISASSOC.com)

# **ATTACHMENT B**



AECOM  
 2400 Professional Parkway, Suite 100  
 Santa Maria, CA 93455

(805) 938-0855 tel  
 (805) 938-0047 fax

March 31, 2014

Ms. Katie Disimone  
 City of el Paso De Robles  
 1000 Spring Street  
 Paso Robles, CA 93446

**Subject: Paso Robles Gateway EIR, Stop Work Order and Final Invoice  
 (AECOM No. 60309045)**

Dear Ms. Disimone:

In accordance with direction from Carol Florence, via e-mail on Wednesday, March 19, 2014, received at 4:16 p.m. AECOM stopped work on this project as of that date and time.

Following the terms described in Section 6.a. of our contract with the City of Paso Robles, a final invoice is attached which covers compensation for work in progress up to the time of the stop work order.

Our total revenue based on labor hours and expenses from inception to the date of the stop work order is \$167,117. To date, we have invoiced \$93,114. Thus, the final invoice is \$74,003 as follows:

Total Revenue for Work in Progress to date:	\$167,117
Previously Invoiced:	<u>-\$ 93,114</u>
Final Invoice for Work in Progress	\$ 74,003

The enclosed final invoice has been adjusted to reflect this amount due for the work in progress. The attachment to the invoice includes the detailed labor charges and other expenses to this project on a weekly basis.

Payment is due within 30 days, through any of the methods listed at the top of the invoice.

Please give me a call if you have any questions.

Sincerely,

AECOM Technical Services, Inc.

John P. Larson  
 Project Manager

Ercan Candan  
 Operations Manager

cc: Carol Florence, Oasis Associates

Check Payment to:  
 AECOM Technical Services, Inc.  
 An AECOM Company  
 1178 Paysphere Circle  
 Chicago, IL 60674

ACH Payment to:  
 AECOM Technical Services, Inc.  
 An AECOM Company  
 Bank of America  
 Account Number 5800937020  
 ABA Number 071000039

Wire Transfer Payment to:  
 AECOM Technical Services, Inc.  
 An AECOM Company  
 Bank of America  
 New York, NY 10001  
 Account Number 5800937020  
 ABA Number 026009593  
 SWIFT CODE BOFAUS3N



4840 Cox Road, Glen Allen, VA 23060  
 Tel: 804-515-8300 Fax: 804-515-8307

Federal Tax ID No. 95-2661922

ATTN : KATIE DISIMONE  
 CITY OF EL PASO DE ROBLES  
 1000 SPRING STREET  
 PASO ROBLES, CA 93446

Invoice Date: 01-APR-14  
 Invoice Number: 37429028

Agreement Number: 60309045  
 Agreement Description:

Payment Term: 30 DAYS

*Please reference Invoice Number and Project Number with Remittance*

Project Number : 60309045  
 Bill Through Date : 07-MAR-14 - 01-APR-14

Project Name : City of Paso Robles Gateway EIR

<u>Project Number</u>	<u>Phase</u> <u>Description</u>	<u>Percent</u>		<u>Earned</u>	<u>Previous</u>	<u>Current</u>
		<u>Fee</u>	<u>Complete</u>			
60309045	City of Paso Robles Gateway EIR	232,784.00	71.79%	167,116.60	93,113.60	74,003.00
Total Phase Lump Sum:						74,003.00
Project Total : City of Paso Robles Gateway EIR						74,003.00

<u>Billing Summaries</u>						
<u>Billing Summary</u>	<u>Current</u>	<u>Prior</u>	<u>Total</u>	<u>Total Fee</u>	<u>Percent Complete</u>	
Billings	74,003.00	93,113.60	167,116.60	232,784.00	71.79	
Billing Total :	74,003.00	93,113.60	167,116.60			

Project	Task	Item Date	Employee/Supplier	Expend Type	Quantity	UOM	Revenue Amt.
60309045	A1	14-Oct-13	Avery, Garrett	TRA - Hotel	77.27	CURRENCY	\$ 73.42
60309045	A1	14-Oct-13	Avery, Garrett	TRA - Meals	22.87	CURRENCY	\$ 21.73
60309045	A1	14-Oct-13	Avery, Garrett	TRA - Mileage	394.37	CURRENCY	\$ 374.72
60309045	A1	14-Oct-13	Kaufman, Laura R	TRA - Hotel	125.99	CURRENCY	\$ 119.71
60309045	A1	14-Oct-13	Kaufman, Laura R	TRA - Mileage	219.22	CURRENCY	\$ 208.30
60309045	A1	14-Oct-13	Kaufman, Laura R	TRA - Unallowed Expense Contra	-0.90	CURRENCY	\$ (0.86)
60309045	A1	14-Oct-13	Kaufman, Laura R	TRA - Unallowed Expenses	0.90	CURRENCY	\$ 0.86
60309045	A1	14-Oct-13	Miller, Caitlin M	OFF-Vehicle Costs & Misc.	28.33	CURRENCY	\$ 26.92
60309045	B7	18-Oct-13	Arizabal, Michael I	LAB - Professional	12.00	Hours	\$ 1,070.21
60309045	A1	18-Oct-13	Avery, Garrett	LAB - Professional	14.00	Hours	\$ 1,029.27
60309045	A1	18-Oct-13	Avery, Garrett	LAB - Straight Time Overtime	6.00	Hours	\$ 441.12
60309045	A1	18-Oct-13	Avery, Garrett	LAB-Premium Overtime	149.95	CURRENCY	\$ 142.48
60309045	C1	18-Oct-13	Avery, Garrett	LAB - Professional	10.00	Hours	\$ 735.19
60309045	C1	18-Oct-13	Avery, Garrett	LAB - Straight Time Overtime	4.00	Hours	\$ 294.08
60309045	C1	18-Oct-13	Avery, Garrett	LAB-Premium Overtime	59.98	CURRENCY	\$ 56.99
60309045	B3	18-Oct-13	Flowers, Danielle I	LAB - Professional	8.50	Hours	\$ 558.03
60309045	A1	18-Oct-13	Kaufman, Laura R	LAB - Senior Professional	14.00	Hours	\$ 2,177.99
60309045	B1	18-Oct-13	King, Jenifer N	LAB - Professional	2.50	Hours	\$ 199.79
60309045	A1	18-Oct-13	Larson, John P	LAB - Professional	8.00	Hours	\$ 961.76
60309045	A3	18-Oct-13	Larson, John P	LAB - Professional	9.00	Hours	\$ 1,081.98
60309045	B1	18-Oct-13	Larson, John P	LAB - Professional	1.00	Hours	\$ 120.22
60309045	B3	18-Oct-13	Larson, John P	LAB - Professional	1.00	Hours	\$ 120.22
60309045	B5	18-Oct-13	Larson, John P	LAB - Professional	1.00	Hours	\$ 120.22
60309045	B8	18-Oct-13	Larson, John P	LAB - Professional	1.00	Hours	\$ 120.22
60309045	D3	18-Oct-13	Larson, John P	LAB - Professional	8.00	Hours	\$ 961.76
60309045	A1	18-Oct-13	Miller, Caitlin M	LAB - Professional	8.00	Hours	\$ 424.20
60309045	B6	18-Oct-13	Miller, Caitlin M	LAB - Professional	2.50	Hours	\$ 132.58
60309045	A1	18-Oct-13	Nieto Moreno, Maria Paloma (Paloma)	LAB - Professional	8.00	Hours	\$ 930.38
60309045	B2	18-Oct-13	Nieto Moreno, Maria Paloma (Paloma)	LAB - Professional	14.00	Hours	\$ 1,628.16
60309045	C4	18-Oct-13	Wilson, Robert W	LAB - Professional	15.50	Hours	\$ 1,714.85
60309045	B7	25-Oct-13	Arizabal, Michael I	LAB - Professional	4.00	Hours	\$ 356.74
60309045	C1	25-Oct-13	Avery, Garrett	LAB - Professional	12.00	Hours	\$ 882.23
60309045	B3	25-Oct-13	Flowers, Danielle I	LAB - Professional	3.50	Hours	\$ 229.77
60309045	A1	25-Oct-13	Kaufman, Laura R	LAB - Senior Professional	3.00	Hours	\$ 466.71
60309045	B1	25-Oct-13	King, Jenifer N	LAB - Professional	5.50	Hours	\$ 439.54
60309045	A2	25-Oct-13	Larson, John P	LAB - Professional	2.00	Hours	\$ 240.44
60309045	A3	25-Oct-13	Larson, John P	LAB - Professional	4.00	Hours	\$ 480.88
60309045	B1	25-Oct-13	Larson, John P	LAB - Professional	1.00	Hours	\$ 120.22
60309045	B3	25-Oct-13	Larson, John P	LAB - Professional	1.00	Hours	\$ 120.22
60309045	B5	25-Oct-13	Larson, John P	LAB - Professional	1.00	Hours	\$ 120.22
60309045	B7	25-Oct-13	Larson, John P	LAB - Professional	2.00	Hours	\$ 240.44
60309045	C4	25-Oct-13	Larson, John P	LAB - Professional	4.00	Hours	\$ 480.88
60309045	D4	25-Oct-13	Larson, John P	LAB - Professional	2.00	Hours	\$ 240.44
60309045	D9	25-Oct-13	Larson, John P	LAB - Professional	4.00	Hours	\$ 480.88
60309045	B6	25-Oct-13	Miller, Caitlin M	LAB - Professional	-2.00	Hours	\$ (106.05)
60309045	B6	25-Oct-13	Miller, Caitlin M	LAB - Professional	7.50	Hours	\$ 397.70
60309045	B6	25-Oct-13	Osburn, Christopher R (Chris)	LAB - Professional	3.00	Hours	\$ 328.30
60309045	C4	25-Oct-13	Wilson, Robert W	LAB - Professional	19.50	Hours	\$ 2,157.39
60309045	B7	1-Nov-13	Arizabal, Michael I	LAB - Professional	3.00	Hours	\$ 267.55
60309045	C1	1-Nov-13	Avery, Garrett	LAB - Professional	14.00	Hours	\$ 1,029.27

Project	Task	Item Date	Employee/Supplier	Expend Type	Quantity	UOM	Revenue Amt.
60309045	C5	1-Nov-13	Kaufman, Laura R	LAB - Senior Professional	2.00	Hours	\$ 311.14
60309045	A3	1-Nov-13	Larson, John P	LAB - Professional	9.00	Hours	\$ 1,081.98
60309045	B4	1-Nov-13	Larson, John P	LAB - Professional	2.00	Hours	\$ 240.44
60309045	B8	1-Nov-13	Larson, John P	LAB - Professional	1.00	Hours	\$ 120.22
60309045	C1	1-Nov-13	Larson, John P	LAB - Professional	4.00	Hours	\$ 480.88
60309045	C2	1-Nov-13	Larson, John P	LAB - Professional	4.00	Hours	\$ 480.88
60309045	C7	1-Nov-13	Larson, John P	LAB - Professional	2.00	Hours	\$ 240.44
60309045	D5	1-Nov-13	Nieto Moreno, Maria Paloma (Paloma)	LAB - Professional	10.50	Hours	\$ 1,221.12
60309045	D5	1-Nov-13	Wilson, Robert W	LAB - Professional	6.00	Hours	\$ 663.81
60309045	B7	8-Nov-13	Arizabal, Michael I	LAB - Professional	16.00	Hours	\$ 1,426.95
60309045	D5	8-Nov-13	Caceres-Schnell, Carmen	LAB - Professional	3.50	Hours	\$ 360.37
60309045	C2	8-Nov-13	Conrardy, Michael	LAB - Professional	3.00	Hours	\$ 227.30
60309045	C3	8-Nov-13	Conrardy, Michael	LAB - Professional	3.00	Hours	\$ 227.30
60309045	B3	8-Nov-13	Flowers, Danielle I	LAB - Professional	14.00	Hours	\$ 919.10
60309045	A3	8-Nov-13	Kaufman, Laura R	LAB - Senior Professional	1.00	Hours	\$ 155.57
60309045	C5	8-Nov-13	Kaufman, Laura R	LAB - Senior Professional	1.00	Hours	\$ 155.57
60309045	A2	8-Nov-13	Larson, John P	LAB - Professional	2.00	Hours	\$ 240.44
60309045	A3	8-Nov-13	Larson, John P	LAB - Professional	8.00	Hours	\$ 961.76
60309045	D5	8-Nov-13	Larson, John P	LAB - Professional	4.00	Hours	\$ 480.88
60309045	D5	8-Nov-13	Miller, Caitlin M	LAB - Professional	6.50	Hours	\$ 344.68
60309045	D5	8-Nov-13	Nieto Moreno, Maria Paloma (Paloma)	LAB - Professional	16.50	Hours	\$ 1,918.91
60309045	B5	8-Nov-13	Osburn, Christopher R (Chris)	LAB - Professional	1.00	Hours	\$ 109.43
60309045	D5	8-Nov-13	Wilson, Robert W	LAB - Professional	14.00	Hours	\$ 1,548.91
60309045	B7	12-Nov-13	ARC	OFF-Repro. Photo & Blueprint	3.89	CURRENCY	\$ 3.70
60309045	B7	15-Nov-13	Arizabal, Michael I	LAB - Professional	16.00	Hours	\$ 1,426.95
60309045	C1	15-Nov-13	Avery, Garrett	LAB - Professional	25.00	Hours	\$ 1,837.99
60309045	C1	15-Nov-13	Avery, Garrett	LAB - Professional	5.00	Hours	\$ 367.60
60309045	B3	15-Nov-13	Flowers, Danielle I	LAB - Professional	5.00	Hours	\$ 328.25
60309045	A2	15-Nov-13	Larson, John P	LAB - Professional	8.00	Hours	\$ 961.76
60309045	A3	15-Nov-13	Larson, John P	LAB - Professional	8.00	Hours	\$ 961.76
60309045	D5	15-Nov-13	Larson, John P	LAB - Professional	4.00	Hours	\$ 480.88
60309045	A2	15-Nov-13	Miller, Caitlin M	LAB - Professional	5.50	Hours	\$ 291.65
60309045	D5	15-Nov-13	Miller, Caitlin M	LAB - Professional	11.50	Hours	\$ 609.81
60309045	C1	15-Nov-13	Norgard, David E	LAB - Professional	33.00	Hours	\$ 2,472.26
60309045	B5	15-Nov-13	Osburn, Christopher R (Chris)	LAB - Professional	2.00	Hours	\$ 218.86
60309045	D5	15-Nov-13	Wilson, Robert W	LAB - Professional	6.50	Hours	\$ 719.13
60309045	D6	15-Nov-13	Wilson, Robert W	LAB - Professional	4.00	Hours	\$ (442.54)
60309045	C1	22-Nov-13	Avery, Garrett	LAB - Professional	19.00	Hours	\$ 1,396.87
60309045	D5	22-Nov-13	Caceres-Schnell, Carmen	LAB - Professional	10.00	Hours	\$ 1,029.62
60309045	D5	22-Nov-13	Kaufman, Laura R	LAB - Senior Professional	3.00	Hours	\$ 466.71

Project	Task	Item Date	Employee/Supplier	Expend Type	Quantity	UOM	Revenue Amt.
60309045	A3	22-Nov-13	Larson, John P	LAB - Professional	10.00	Hours	\$ 1,202.20
60309045	C2	22-Nov-13	Larson, John P	LAB - Professional	2.00	Hours	\$ 240.44
60309045	D5	22-Nov-13	Larson, John P	LAB - Professional	10.00	Hours	\$ 1,202.20
60309045	D5	22-Nov-13	Miller, Caitlin M	LAB - Professional	1.25	Hours	\$ 66.28
60309045	B5	22-Nov-13	Osburn, Christopher R (Chris)	LAB - Professional	2.00	Hours	\$ 218.86
60309045	B7	29-Nov-13	Arizabal, Michael I	LAB - Professional	6.00	Hours	\$ 535.10
60309045	C1	29-Nov-13	Avery, Garrett	LAB - Professional	15.00	Hours	\$ 1,102.79
60309045	D5	29-Nov-13	Caceres-Schnell, Carmen	LAB - Professional	-5.00	Hours	\$ (514.81)
60309045	C2	29-Nov-13	Conrardy, Michael	LAB - Professional	4.00	Hours	\$ 302.80
60309045	C3	29-Nov-13	Conrardy, Michael	LAB - Professional	2.00	Hours	\$ 151.40
60309045	A3	29-Nov-13	Kaufman, Laura R	LAB - Senior Professional	0.50	Hours	\$ 77.81
60309045	D1	29-Nov-13	Kaufman, Laura R	LAB - Senior Professional	2.00	Hours	\$ 311.14
60309045	A2	29-Nov-13	Larson, John P	LAB - Professional	4.00	Hours	\$ 480.88
60309045	A3	29-Nov-13	Larson, John P	LAB - Professional	2.00	Hours	\$ 240.44
60309045	C6	29-Nov-13	Larson, John P	LAB - Professional	2.00	Hours	\$ 240.44
60309045	D12	29-Nov-13	Larson, John P	LAB - Professional	2.00	Hours	\$ 240.44
60309045	D5	29-Nov-13	Larson, John P	LAB - Professional	2.00	Hours	\$ 240.44
60309045	D9	29-Nov-13	Larson, John P	LAB - Professional	2.00	Hours	\$ 240.44
60309045	D5	29-Nov-13	Miller, Caitlin M	LAB - Professional	10.00	Hours	\$ 530.25
60309045	B5	29-Nov-13	Osburn, Christopher R (Chris)	LAB - Professional	3.50	Hours	\$ 383.02
60309045	D5	29-Nov-13	Wilson, Robert W	LAB - Professional	2.50	Hours	\$ 276.60
60309045	B7	6-Dec-13	Arizabal, Michael I	LAB - Professional	4.00	Hours	\$ 356.74
60309045	C1	6-Dec-13	Avery, Garrett	TRA - Hotel	222.88	CURRENCY	\$ 211.78
60309045	C1	6-Dec-13	Avery, Garrett	TRA - Meals	23.26	CURRENCY	\$ 22.10
60309045	D5	6-Dec-13	Caceres-Schnell, Carmen	LAB - Professional	6.00	Hours	\$ 617.77
60309045	C6	6-Dec-13	FEDERAL EXPRESS	OFF-Postage & Shipping	26.61	CURRENCY	\$ 25.28
60309045	D3	6-Dec-13	Froelicher, James	LAB - Professional	1.00	Hours	\$ 86.00
60309045	D5	6-Dec-13	King, Jenifer N	LAB - Professional	8.00	Hours	\$ 639.34
60309045	A2	6-Dec-13	Larson, John P	LAB - Professional	2.00	Hours	\$ 240.44
60309045	A3	6-Dec-13	Larson, John P	LAB - Professional	3.00	Hours	\$ 360.66
60309045	C6	6-Dec-13	Larson, John P	LAB - Professional	4.00	Hours	\$ 480.88
60309045	D3	6-Dec-13	Larson, John P	LAB - Professional	2.00	Hours	\$ 240.44
60309045	D5	6-Dec-13	Larson, John P	LAB - Professional	4.00	Hours	\$ 480.88
60309045	D6	6-Dec-13	Larson, John P	LAB - Professional	2.00	Hours	\$ 240.44
60309045	D8	6-Dec-13	Larson, John P	LAB - Professional	2.00	Hours	\$ 240.44
60309045	C6	6-Dec-13	Mahmodi, Mohammad I (Issa)	LAB - Professional	6.00	Hours	\$ 434.94
60309045	D5	6-Dec-13	Miller, Caitlin M	LAB - Professional	3.50	Hours	\$ 185.60
60309045	D5	6-Dec-13	Nieto Moreno, Maria Paloma (Paloma)	LAB - Professional	16.00	Hours	\$ 1,860.76
60309045	B5	6-Dec-13	Osburn, Christopher R (Chris)	LAB - Professional	3.00	Hours	\$ 328.30
60309045	D5	6-Dec-13	Wilson, Robert W	LAB - Professional	1.50	Hours	\$ 165.97
60309045	C1	7-Dec-13	Avery, Garrett	TRA - Travel All Other	54.50	CURRENCY	\$ 51.78
60309045	C1	9-Dec-13	Avery, Garrett	TRA - Unallowed Expense Contra	-62.64	CURRENCY	\$ (59.52)
60309045	C1	9-Dec-13	Avery, Garrett	TRA - Unallowed Expenses	62.64	CURRENCY	\$ 59.52
60309045	C1	13-Dec-13	Avery, Garrett	LAB - Professional	6.00	Hours	\$ 441.12
60309045	C1	13-Dec-13	Avery, Garrett	LAB - Professional	12.00	Hours	\$ 882.23
60309045	C1	13-Dec-13	Avery, Garrett	LAB - Straight Time Overtime	11.00	Hours	\$ 808.72
60309045	C1	13-Dec-13	Avery, Garrett	LAB - Straight Time Overtime	10.00	Hours	\$ 735.19
60309045	C1	13-Dec-13	Avery, Garrett	LAB-Premium Overtime	149.95	CURRENCY	\$ 142.48
60309045	C1	13-Dec-13	Avery, Garrett	LAB-Premium Overtime	164.95	CURRENCY	\$ 156.73
60309045	D5	13-Dec-13	Caceres-Schnell, Carmen	LAB - Professional	16.50	Hours	\$ 1,698.87
60309045	B3	13-Dec-13	Flowers, Danielle I	LAB - Professional	4.00	Hours	\$ 262.60



Project	Task	Item Date	Employee/Supplier	Expend Type	Quantity	UOM	Revenue Amt.
60309045	A3	13-Dec-13	Kaufman, Laura R	LAB - Senior Professional	3.00	Hours	\$ 466.71
60309045	D1	13-Dec-13	Kaufman, Laura R	LAB - Senior Professional	1.50	Hours	\$ 233.38
60309045	D3	13-Dec-13	Kaufman, Laura R	LAB - Senior Professional	1.50	Hours	\$ 233.35
60309045	D5	13-Dec-13	Kaufman, Laura R	LAB - Senior Professional	2.00	Hours	\$ 311.14
60309045	D6	13-Dec-13	Kaufman, Laura R	LAB - Senior Professional	2.00	Hours	\$ 311.14
60309045	D5	13-Dec-13	King, Jenifer N	LAB - Professional	8.00	Hours	\$ 639.34
60309045	C2	13-Dec-13	Larkin, Robert L	LAB - Professional	8.00	Hours	\$ 772.51
60309045	A2	13-Dec-13	Larson, John P	LAB - Professional	2.00	Hours	\$ 240.44
60309045	C6	13-Dec-13	Larson, John P	LAB - Professional	2.00	Hours	\$ 240.44
60309045	C7	13-Dec-13	Larson, John P	LAB - Professional	2.00	Hours	\$ 240.44
60309045	D10	13-Dec-13	Larson, John P	LAB - Professional	2.00	Hours	\$ 240.44
60309045	D5	13-Dec-13	Larson, John P	LAB - Professional	4.00	Hours	\$ 480.88
60309045	D9	13-Dec-13	Larson, John P	LAB - Professional	4.00	Hours	\$ 480.88
60309045	C6	13-Dec-13	Mahmodi, Mohammad I (Issa)	LAB - Professional	8.00	Hours	\$ 579.91
60309045	C6	13-Dec-13	Mahmodi, Mohammad I (Issa)	LAB - Straight Time Overtime	4.00	Hours	\$ 289.96
60309045	D4	13-Dec-13	Miller, Caitlin M	LAB - Professional	2.00	Hours	\$ 106.05
60309045	D5	13-Dec-13	Miller, Caitlin M	LAB - Professional	-5.00	Hours	\$ (265.13)
60309045	D5	13-Dec-13	Miller, Caitlin M	LAB - Professional	22.25	Hours	\$ 1,179.87
60309045	D9	13-Dec-13	Miller, Caitlin M	LAB - Professional	1.50	Hours	\$ 79.55
60309045	D5	13-Dec-13	Nieto Moreno, Maria Paloma (Paloma)	LAB - Professional	1.00	Hours	\$ 116.30
60309045	B5	13-Dec-13	Osburn, Christopher R (Chris)	LAB - Professional	16.00	Hours	\$ 1,750.94
60309045	D5	13-Dec-13	Wilson, Robert W	LAB - Professional	5.50	Hours	\$ 608.52
60309045	C6	14-Dec-13	UNITED PARCEL SERVICE	OFF-Postage & Shipping	5.87	CURRENCY	\$ 5.58
60309045	C6	14-Dec-13	UNITED PARCEL SERVICE	OFF-Postage & Shipping	0.41	CURRENCY	\$ 0.39
60309045	D5	20-Dec-13	Caceres-Schnell, Carmen	LAB - Professional	3.50	Hours	\$ 360.37
60309045	C2	20-Dec-13	Conrardy, Michael	LAB - Professional	7.00	Hours	\$ 529.91
60309045	C3	20-Dec-13	Conrardy, Michael	LAB - Professional	2.00	Hours	\$ 151.40
60309045	D5	20-Dec-13	Conrardy, Michael	LAB - Professional	3.00	Hours	\$ 227.10
60309045	C3	20-Dec-13	Harris, Timothy	LAB - Professional	4.00	Hours	\$ 236.13
60309045	C5	20-Dec-13	Harris, Timothy	LAB - Professional	8.00	Hours	\$ 472.25
60309045	C5	20-Dec-13	Kaufman, Laura R	LAB - Senior Professional	15.00	Hours	\$ 2,333.55
60309045	D12	20-Dec-13	Kaufman, Laura R	LAB - Senior Professional	2.00	Hours	\$ 311.14
60309045	D3	20-Dec-13	Kaufman, Laura R	LAB - Senior Professional	1.00	Hours	\$ 155.57
60309045	D7	20-Dec-13	Kaufman, Laura R	LAB - Senior Professional	1.00	Hours	\$ 155.57
60309045	D5	20-Dec-13	King, Jenifer N	LAB - Professional	8.00	Hours	\$ 639.34
60309045	C2	20-Dec-13	Larkin, Robert L	LAB - Professional	17.00	Hours	\$ 1,641.58
60309045	D5	20-Dec-13	Larkin, Robert L	LAB - Straight Time Overtime	7.00	Hours	\$ 675.94
60309045	A2	20-Dec-13	Larson, John P	LAB - Professional	2.00	Hours	\$ 240.44
60309045	C5	20-Dec-13	Larson, John P	LAB - Professional	10.00	Hours	\$ 1,202.20
60309045	C6	20-Dec-13	Larson, John P	LAB - Professional	5.00	Hours	\$ 601.10
60309045	D5	20-Dec-13	Larson, John P	LAB - Professional	2.00	Hours	\$ 240.44
60309045	C6	20-Dec-13	Mahmodi, Mohammad I (Issa)	LAB - Professional	21.00	Hours	\$ 1,522.28
60309045	C6	20-Dec-13	Mahmodi, Mohammad I (Issa)	LAB - Professional	8.00	Hours	\$ (579.91)
60309045	C6	20-Dec-13	Mahmodi, Mohammad I (Issa)	LAB - Straight Time Overtime	5.00	Hours	\$ 362.45
60309045	C5	20-Dec-13	Miller, Caitlin M	LAB - Professional	10.50	Hours	\$ 556.78
60309045	D1	20-Dec-13	Miller, Caitlin M	LAB - Professional	2.00	Hours	\$ 106.05
60309045	D5	20-Dec-13	Miller, Caitlin M	LAB - Professional	2.00	Hours	\$ 106.05

Project	Task	Item Date	Employee/Supplier	Expnd Type	Quantity	UOM	Revenue Amt.
60309045	D7	20-Dec-13	Miller, Caitlin M	LAB - Professional	3.50	Hours	\$ 185.60
60309045	D9	20-Dec-13	Miller, Caitlin M	LAB - Professional	3.50	Hours	\$ 185.60
60309045	D5	20-Dec-13	Nieto Moreno, Maria Paloma (Paloma)	LAB - Professional	15.50	Hours	\$ 1,802.62
60309045	C1	20-Dec-13	Norgard, David E	LAB - Professional	27.00	Hours	\$ 2,022.75
60309045	C3	20-Dec-13	Wallace, James R	LAB - Professional	2.00	Hours	\$ 123.85
60309045	C5	20-Dec-13	Wallace, James R	LAB - Professional	14.00	Hours	\$ 866.94
60309045	D5	20-Dec-13	Wilson, Robert W	LAB - Professional	7.50	Hours	\$ 829.77
60309045	D5	27-Dec-13	Joubert, Cathleen E	LAB - Support Staff	4.00	Hours	\$ 296.63
60309045	C5	27-Dec-13	Kaufman, Laura R	LAB - Senior Professional	3.00	Hours	\$ 466.71
60309045	C5	27-Dec-13	Kaufman, Laura R	LAB - Senior Professional	-2.00	Hours	\$ (311.14)
60309045	D5	27-Dec-13	Larkin, Robert L	LAB - Professional	3.00	Hours	\$ 289.69
60309045	C5	27-Dec-13	Larson, John P	LAB - Professional	15.00	Hours	\$ 1,803.30
60309045	C6	27-Dec-13	Larson, John P	LAB - Professional	8.00	Hours	\$ 961.76
60309045	D9	27-Dec-13	Miller, Caitlin M	LAB - Professional	2.00	Hours	\$ 106.05
60309045	D5	27-Dec-13	Nieto Moreno, Maria Paloma (Paloma)	LAB - Professional	0.50	Hours	\$ 58.15
60309045	D5	27-Dec-13	Wilson, Robert W	LAB - Professional	1.00	Hours	\$ 110.66
60309045	C1	3-Jan-14	Avery, Garrett	LAB - Professional	16.00	Hours	\$ 1,293.98
60309045	A2	3-Jan-14	Larson, John P	LAB - Professional	2.00	Hours	\$ 240.44
60309045	C4	3-Jan-14	Larson, John P	LAB - Professional	4.00	Hours	\$ 480.88
60309045	C5	3-Jan-14	Larson, John P	LAB - Professional	4.00	Hours	\$ 480.88
60309045	D5	3-Jan-14	Larson, John P	LAB - Professional	6.00	Hours	\$ 721.32
60309045	D9	3-Jan-14	Larson, John P	LAB - Professional	2.00	Hours	\$ 240.44
60309045	B7	10-Jan-14	Arizabal, Michael I	LAB - Professional	4.00	Hours	\$ 367.43
60309045	C1	10-Jan-14	Avery, Garrett	LAB - Professional	32.00	Hours	\$ 2,587.96
60309045	D5	10-Jan-14	Joubert, Cathleen E	LAB - Support Staff	2.00	Hours	\$ 149.79
60309045	C5	10-Jan-14	Kaufman, Laura R	LAB - Non Std Hrs	0.50	Hours	\$ 79.35
60309045	D5	10-Jan-14	King, Jenifer N	LAB - Professional	8.00	Hours	\$ 664.84
60309045	A3	10-Jan-14	Larson, John P	LAB - Professional	8.00	Hours	\$ 961.76
60309045	B8	10-Jan-14	Larson, John P	LAB - Professional	4.00	Hours	\$ 480.88
60309045	C1	10-Jan-14	Larson, John P	LAB - Professional	2.00	Hours	\$ 240.44
60309045	C2	10-Jan-14	Larson, John P	LAB - Professional	10.00	Hours	\$ 1,202.20
60309045	C3	10-Jan-14	Larson, John P	LAB - Professional	2.00	Hours	\$ 240.44
60309045	C6	10-Jan-14	Larson, John P	LAB - Professional	10.00	Hours	\$ 1,202.20
60309045	C5	10-Jan-14	Miller, Caitlin M	LAB - Professional	11.25	Hours	\$ 614.46
60309045	D5	10-Jan-14	Nieto Moreno, Maria Paloma (Paloma)	LAB - Professional	3.00	Hours	\$ 359.34
60309045	B7	17-Jan-14	Arizabal, Michael I	LAB - Professional	2.00	Hours	\$ 183.72
60309045	C1	17-Jan-14	Avery, Garrett	LAB - Professional	39.00	Hours	\$ 2,867.26
60309045	C1	17-Jan-14	Avery, Garrett	LAB - Straight Time Overtime	16.00	Hours	\$ 1,176.31
60309045	C1	17-Jan-14	Avery, Garrett	LAB - Premium Overtime	239.92	CURRENCY	\$ 227.97
60309045	D5	17-Jan-14	King, Jenifer N	LAB - Professional	5.00	Hours	\$ 415.52
60309045	C2	17-Jan-14	Larkin, Robert L	LAB - Professional	3.00	Hours	\$ 296.89
60309045	A2	17-Jan-14	Larson, John P	LAB - Professional	2.00	Hours	\$ 240.44
60309045	C2	17-Jan-14	Larson, John P	LAB - Professional	8.00	Hours	\$ 961.76
60309045	C6	17-Jan-14	Larson, John P	LAB - Professional	6.00	Hours	\$ 721.32
60309045	D6	17-Jan-14	Larson, John P	LAB - Professional	5.00	Hours	\$ 601.10
60309045	D8	17-Jan-14	Larson, John P	LAB - Professional	2.00	Hours	\$ 240.44
60309045	D5	17-Jan-14	Miller, Caitlin M	LAB - Professional	13.50	Hours	\$ 737.35
60309045	C1	17-Jan-14	Norgard, David E	LAB - Professional	9.00	Hours	\$ 751.70
60309045	B7	24-Jan-14	Arizabal, Michael I	LAB - Professional	1.00	Hours	\$ 91.85
60309045	C1	24-Jan-14	Avery, Garrett	LAB - Professional	23.00	Hours	\$ 1,860.10
60309045	C1	24-Jan-14	Avery, Garrett	LAB - Professional	30.00	Hours	\$ 2,426.22
60309045	B7	24-Jan-14	Erney, Tim	LAB - Professional	2.00	Hours	\$ 423.02
60309045	A2	24-Jan-14	Larson, John P	LAB - Professional	2.00	Hours	\$ 240.44
60309045	A3	24-Jan-14	Larson, John P	LAB - Professional	1.00	Hours	\$ 120.22
60309045	D5	24-Jan-14	Larson, John P	LAB - Professional	14.00	Hours	\$ 1,683.07
60309045	D5	24-Jan-14	Miller, Caitlin M	LAB - Professional	2.75	Hours	\$ 150.20
60309045	C1	24-Jan-14	Norgard, David E	LAB - Professional	21.00	Hours	\$ 1,753.95
60309045	C1	24-Jan-14	Wright, Nicholle N	LAB - Professional	5.00	Hours	\$ 472.64
60309045	B7	31-Jan-14	Arizabal, Michael I	LAB - Professional	2.00	Hours	\$ 183.72

Project	Task	Item Date	Employee/Supplier	Expend Type	Quantity	UOM	Revenue Amt.
60309045	D5	31-Jan-14	Joubert, Cathleen E	LAB - Support Staff	3.00	Hours	\$ 224.68
60309045	D5	31-Jan-14	Larson, John P	LAB - Professional	16.00	Hours	\$ 1,923.52
60309045	D8	31-Jan-14	Larson, John P	LAB - Professional	4.00	Hours	\$ 480.88
60309045	D6	31-Jan-14	Miller, Caitlin M	LAB - Professional	3.50	Hours	\$ 191.17
60309045	C1	7-Feb-14	Avery, Garrett	LAB - Professional	8.00	Hours	\$ 646.99
60309045	D5	7-Feb-14	Joubert, Cathleen E	LAB - Support Staff	6.00	Hours	\$ 449.35
60309045	A2	7-Feb-14	Larson, John P	LAB - Professional	4.00	Hours	\$ 480.88
60309045	D5	7-Feb-14	Larson, John P	LAB - Professional	2.00	Hours	\$ 240.44
60309045	D6	7-Feb-14	Larson, John P	LAB - Professional	2.00	Hours	\$ 240.44
60309045	D7	7-Feb-14	Larson, John P	LAB - Professional	2.00	Hours	\$ 240.44
60309045	D8	7-Feb-14	Larson, John P	LAB - Professional	2.00	Hours	\$ 240.44
60309045	A2	7-Feb-14	Miller, Caitlin M	LAB - Professional	6.00	Hours	\$ 327.71
60309045	D5	7-Feb-14	Miller, Caitlin M	LAB - Professional	2.00	Hours	\$ 109.23
60309045	E1	7-Feb-14	Miller, Caitlin M	LAB - Professional	4.00	Hours	\$ 218.48
60309045	E1	7-Feb-14	Miller, Caitlin M	LAB - Straight Time Overtime	1.00	Hours	\$ 54.62
60309045	B7	12-Feb-14	ARC	OFF-Repro, Photo & Blueprint	0.11	CURRENCY	\$ 0.10
60309045	C1	14-Feb-14	Avery, Garrett	LAB - Professional	30.00	Hours	\$ 2,426.22
60309045	C1	14-Feb-14	Avery, Garrett	LAB - Professional	1.00	Hours	\$ 80.87
60309045	C1	14-Feb-14	Avery, Garrett	LAB - Straight Time Overtime	54.00	Hours	\$ 4,367.19
60309045	E1	14-Feb-14	Larson, John P	LAB - Professional	14.00	Hours	\$ 1,683.07
60309045	E1	14-Feb-14	Miller, Caitlin M	LAB - Professional	5.75	Hours	\$ 314.05
60309045	C1	21-Feb-14	Avery, Garrett	LAB - Professional	5.50	Hours	\$ 444.82
60309045	D5	21-Feb-14	Harris, Timothy	LAB - Professional	3.00	Hours	\$ 185.92
60309045	E1	21-Feb-14	Larson, John P	LAB - Professional	18.00	Hours	\$ 2,163.96
60309045	E1	21-Feb-14	Miller, Caitlin M	LAB - Professional	20.50	Hours	\$ 1,119.68
60309045	A3	21-Feb-14	Mitchell, Jennifer E (Jenni)	LAB - Professional	0.25	Hours	\$ 16.91
60309045	D5	21-Feb-14	Nieto Moreno, Maria Paloma (Paloma)	LAB - Professional	2.50	Hours	\$ 299.45
60309045	D5	21-Feb-14	Wallace, James R	LAB - Professional	8.00	Hours	\$ 507.75
60309045	B7	28-Feb-14	Arizabal, Michael I	LAB - Professional	6.00	Hours	\$ 551.34
60309045	C1	28-Feb-14	Avery, Garrett	LAB - Professional	4.00	Hours	\$ 323.50
60309045	D5	28-Feb-14	King, Jenifer N	LAB - Professional	2.00	Hours	\$ 166.21
60309045	A2	28-Feb-14	Larson, John P	LAB - Professional	3.00	Hours	\$ 360.66
60309045	E1	28-Feb-14	Larson, John P	LAB - Professional	13.00	Hours	\$ 1,562.86
60309045	E1	28-Feb-14	Miller, Caitlin M	LAB - Professional	16.00	Hours	\$ 873.90
60309045	D5	28-Feb-14	Wallace, James R	LAB - Professional	10.00	Hours	\$ 634.68
60309045	C1	7-Mar-14	Avery, Garrett	LAB - Professional	5.00	Hours	\$ 404.37
60309045	D5	7-Mar-14	Harris, Timothy	LAB - Professional	12.00	Hours	\$ 743.68
60309045	D5	7-Mar-14	King, Jenifer N	LAB - Professional	2.00	Hours	\$ 166.21
60309045	A2	7-Mar-14	Larson, John P	LAB - Professional	3.00	Hours	\$ 360.66
60309045	E1	7-Mar-14	Larson, John P	LAB - Professional	10.00	Hours	\$ 1,202.20
60309045	E1	7-Mar-14	Miller, Caitlin M	LAB - Professional	20.00	Hours	\$ 1,092.38
60309045	E1	12-Mar-14	ARC	OFF-Repro, Photo & Blueprint	95.78	CURRENCY	\$ 91.01
60309045	D5	14-Mar-14	Harris, Timothy	LAB - Professional	12.00	Hours	\$ 743.68
60309045	A2	14-Mar-14	Larson, John P	LAB - Professional	4.00	Hours	\$ 480.88
60309045	E1	14-Mar-14	Larson, John P	LAB - Professional	2.00	Hours	\$ 240.44
60309045	E1	14-Mar-14	Miller, Caitlin M	LAB - Professional	4.00	Hours	\$ 218.48
60309045	D5	14-Mar-14	Nieto Moreno, Maria Paloma (Paloma)	LAB - Professional	3.00	Hours	\$ 359.34
60309045	D5	14-Mar-14	Wallace, James R	LAB - Professional	5.00	Hours	\$ 317.34
60309045	E2	21-Mar-14	Larson, John P	LAB - Professional	10.00	Hours	\$ 1,202.20
60309045	D5	21-Mar-14	Nieto Moreno, Maria Paloma (Paloma)	LAB - Professional	4.00	Hours	\$ 479.12
Grand Total							\$ 167,117.00

# **ATTACHMENT C**

## TODD ENGINEERS

2490 Mariner Square Loop, Suite 215  
Alameda, CA 94501  
(510) 747-6920

September 16, 2013

### MEMORANDUM

*Transmitted via e-mail*

**To:** Christopher Alakel, City of El Paso de Robles  
Carol Florence, Oasis Associates

**cc:** Ed Gallagher, City of El Paso de Robles

**From:** Iris Priestaf, PhD, President, and Kate White, PE

**Re:** Revised Proposal to Prepare a Water Supply Assessment for the Paso Robles Gateway Project, Paso Robles, California

The Paso Robles Gateway Project (PRGP or project) is a four-phased project that consists of three hotels, three commercial retail/office sites, and a 30-lot residential subdivision amid agricultural land and open space. The project is northwest of the South Vine Street and State Route 46 intersection just outside the southwest boundary of the City of Paso Robles city limits. It is within County jurisdiction and, while not part of the City's 2012 Sphere of Influence (SOI) Update, it is an area of special interest in the 2012 SOI Update Memorandum of Agreement between the City and County of San Luis Obispo. Based on project approval and annexation by the end of 2014, the four phases of the project are as follows: Phase 1 (2015-2020), Phase 2 (2020-2022), Phase 3 (2025-2027), and Phase 4 (2025-2030).

This proposal outlines the scope and estimated costs for a Water Supply Assessment (WSA) for the project. The WSA will be an attachment to an Environmental Impact Report (EIR) prepared for this project. The WSA will incorporate current and future water supply and demand information from the City's 2010 Urban Water Management Plan (UWMP), available City and County documents regarding water supplies (groundwater, Nacimiento supply, recycled water), current water use, and estimated water use of this project and other approved and proposed projects. The analysis will extend to 2035, address water demands in five-year increments, and fulfill SB 610 WSA requirements.

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The PRGP encompasses around 270 acres of rolling grasslands, oak woodlands, riparian habitat and ephemeral drainages. The property is currently used for cattle grazing and almond trees (that have exceeded their productive life cycle), which are located on the northern portion of the property. Two alignments of South Vine Street are being considered (Caltrans and Furlotti alignments) but the proposed developments under each alignment are similar enough in terms of water use to be analyzed as one in this WSA. After annexation, the City would supply water to the commercial and residential development. Four existing wells would supply water to 114 acres of proposed vineyards, low water use orchards and other potential agricultural uses. Around 96 acres will be designated open space and habitat preservation. Water demands of 97.2 acre feet per year (AFY) have been estimated for the project. The project site overlies the western portion of the Atascadero subbasin of the Paso Robles Groundwater Basin; however, according to the applicant's project description (July 22, 2013) the wells are reportedly outside the groundwater basin boundary. Wastewater would be treated at the City's wastewater treatment plant.

Groundwater level declines are an issue in the basin and the applicant will be required to purchase additional water from the Nacimiento Water Project (NWP) above the current commitment by the City. A treatment plant upgrade for the NWP water is proposed to be completed in 2015.

The following sections outline our scope of work, staffing, schedule and budget for the WSA.

### **Scope of Work**

Todd Engineers will work closely with the City, Oasis Associates, and the EIR team to prepare a WSA that documents the project water demand and supply in compliance with the water code; our approach will follow the Department of Water Resources (DWR) *Guidebook* for Implementation of SB 610 and 221. We assume that the Administrative Draft EIR will be prepared at roughly the same time as the WSA. It is important that the hydrology and water supply sections be consistent with the WSA; in fact, we anticipate that the EIR will use relevant sections of the WSA. Coordination with the EIR consultant is assumed; Task 3 Reporting includes our review of relevant sections of the ADEIR.

#### **Task 1 Data Acquisition and Review**

In this task, we will acquire and review relevant information. From our previous work with the City and other local agencies, we already have regional reports, the 2010 UWMP, and the Paso Robles Resource Capacity Study; we are familiar with City's water supply and water demand data having authored the 2010 UWMP. To compare current water use to those predicted in the 2010 UWMP, we will request information on current water use by sector (single family, multi-family, commercial, industrial,

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institutional/governmental, and other). We will also request information on projects that have been approved, or are currently being planned, and the anticipated water use of those projects. We have copies of the June 2013 Commercial/Industrial and Residential activity reports that summarize major activity between December 31, 2012 and June 30, 2013. This information will assist in documenting recent or potential allocations of the UWMP's planned increases in water demands. These demands will be totaled and compared to the future demand estimates in the UWMP to calculate the remaining available water demand.

We will also request updated information on the status of the Nacimiento Water Project and treatment plant upgrade to document this supply as a viable option for project water. Other information relevant to overall City supplies includes water supply system improvement projects, status of conservation programs, and updates on water recycling in the City.

#### **Task 2 Water Supply and Demand Assessment**

This task involves evaluation of water supply and demand for the project during normal and drought conditions with projection to the year 2035. Water supply and demand will be compared to assess the sufficiency of water supply for the project in light of the service area's total water supply and demand, as documented in the 2010 UWMP, and with the potential for delivery of additional NWP water.

**2a. Assess Water Demand.** This section will succinctly document the City's existing water demands and planned future water demands by water use sectors in five-year increments, including drought conditions. The 2010 UWMP will be the major reference, but information may be updated to reflect any changes in future development. The water demands of the project were not included in the 2010 UWMP; we will review the project proponent's estimate of water demand in light of appropriate water use factors and the values presented in the 2010 UWMP.

**2b. Assess Water Supply.** The City's water supply currently includes only groundwater but NWP water is anticipated to be available in 2015. Because groundwater is a source, we will provide the documentation of groundwater supply required by the Water Code, including description of the groundwater basin, local groundwater management, condition of the basin in terms of overdraft, and documentation of groundwater quality and any contamination problems that would limit groundwater use for the project. Coordinating with the hydrogeologist on the EIR team, we will evaluate the source of groundwater supply from project wells proposed for agriculture. We will also discuss the prospective procurement of additional NWP water. The analysis will address water supply not only for normal years, but also for single-year and multiple-year droughts.

**2c. Determine Sufficiency.** The water supply assessment will provide a discussion of the sufficiency of water supply for the project. This will involve comparison of total water

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supply and demand for the service area with the project under normal conditions with a projection in five-year increments over a 20-year period. This analysis may include evaluation of differing amounts of additional NWP water. The discussion will also address single-year and multiple-year drought conditions. Summary tables will document existing and planned water supplies and demands in 5-year increments over a 20-year projection.

**Task 3 Reporting**

**3a. Administrative Draft Report.** The water supply assessment will be presented as a draft report for internal review by City staff and Oasis Associates. The text of the report will be concise and focused on relevant tables. Graphics may be limited to a study area map. For purposes of costing, we assume submittal of an electronic version of the report (pdf). Consistency between the ADEIR and WSA is crucial to a credible document; this task includes our review of relevant sections of the ADEIR (e.g., hydrology and water quality, water/wastewater facilities).

**3b. Draft Report.** We will address comments on the administrative draft and subsequently submit a draft report in electronic format to the City and Oasis Associates.

**3c. Final Report.** We will address comments on the draft and subsequently submit a final report. We assume the final report will be submitted electronically. The final report will be suitable for inclusion as an appendix to the EIR. Our cost estimate assumes minimal public comments.

**Task 4 Coordination and Meetings**

This task includes project management and coordination among Todd Engineers, City staff, Oasis Associates, and the EIR prepares; we assume that much communication will occur via email. We have not included meetings or formal presentations in this scope and budget. We would be happy to support the City in meetings on a time and materials basis. A schedule of charges is included at the end of this proposal. We estimate that it would cost about \$2,340 for one person to attend a meeting in Paso Robles.

**STAFFING**

Iris Priestaf, PhD, President, will serve as project manager with responsibility for the accurate and timely completion of the project within the cost estimate. She will be assisted by Kate White, Senior Engineer.

**SCHEDULE**

We can complete the administrative draft WSA within six weeks of notice to proceed assuming timely provision of information. This schedule assumes a finding of sufficient



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water supply. On our part, Todd Engineers is prepared to start upon notice to proceed; we are willing to commit our resources to meet the schedule.

**WSA BUDGET**

Our proposed budget for the WSA is summarized below for a total of \$19,860. This budget assumes that the project description will not change significantly in terms of water demand during the EIR/WSA process and a likely finding of sufficient water supply provided NWP water is available. Todd Engineers submits monthly invoices on a time and materials basis and we regard this as a not-to-exceed budget.

Task 1 Data Acquisition and Review	\$ 3,940
Task 2 Water Supply and Demand Assessment	\$ 5,580
Task 3 Reporting	\$ 8,900
Task 4 Project Coordination	<u>\$ 1,440</u>
<b>Total:</b>	<b>\$19,860</b>

# TODD ENGINEERS

GROUNDWATER • WATER RESOURCES • HYDROGEOLOGY • ENVIRONMENTAL ENGINEERING

## SCHEDULE OF CHARGES

January 2013

Professional Services	Hourly Rates
Principal Consultant	\$200.00 - \$210.00
Principal Engineer	\$200.00 - \$210.00
Principal Geologist/Hydrogeologist	\$200.00 - \$210.00
Senior Geochemist	\$190.00 - \$200.00
Senior Hydrologist	\$180.00 - \$190.00
Senior Geologist/Hydrogeologist/Engineer	\$175.00 - \$210.00
Associate Geologist/Hydrogeologist/Engineer	\$140.00 - \$150.00
Staff Geologist/Hydrogeologist/Engineer	\$120.00 - \$130.00

### Technical Services

CAD/GIS/Graphics Specialist	\$ 100.00 - \$110.00
GIS/Drafting Support	\$ 80.00 - \$ 90.00
Clerical	\$ 87.00

#### *Communications*

*2% of Professional Services*

#### *Travel Time*

*Travel time will be charged at regular hourly rates.*

#### *Litigation, Depositions, and Testimony*

*Deposition and trial testimony are charged at twice hourly rates.*

*Rates are subject to adjustment Semi-annually, in January & July*

#### *Outside Services*

*All services not ordinarily furnished by Todd Engineers, including printing, subcontracted services, local mileage, travel by common carrier, etc. are billed at cost + 15%. Local mileage is billed at the current Federal mileage rate. (\$ 0.565 POV mileage rate for the period starting 1/1/2013)*

2490 Mariner Square Loop, Suite 215 • Alameda, CA 9450-1080 • 510/747-6920 • Fax 510/747-6921

ca. 2013

# Exhibit G

# Exhibit G



**BEST BEST & KRIEGER**  
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Washington, DC  
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May 16, 2014

**VIA ELECTRONIC MAIL**

Gregory W. Sanders  
Nossaman LLP  
18101 Van Karman Avenue  
Suite 1800  
Irvine, CA 92612

Re: Quorum Realty Fund IV – Gateway Project, Paso Robles

Dear Mr. Sanders:

I am following up on your April 14, 2014 letter to City Manager Jim App disagreeing that your client, Quorum Realty Fund IV, LLC (“Quorum”), has an obligation to reimburse the City of Paso Robles for fees and costs incurred in processing Quorum’s Gateway Project application pursuant to the April 26, 2011 Agreement for Advance of Funds (“Agreement”). I reviewed your concerns and disagree with your interpretation of the Agreement with respect to the EIR. The Agreement requires the City to prepare “documentation for the Project pursuant to [CEQA].” The City, as the lead agency, is responsible for determining the adequacy of that document. Indeed, the Agreement itself provides that the “City reserves absolute discretion as to the selection, hiring, assignment, supervision and evaluation of any and all employees, contractors, or consultants that may be necessary to assist the City with processing the Project” (paragraph 3(b)), and Quorum is “expressly prohibited from directly or indirectly exercising supervision or control over any employee, agent, or consultant of the City engaged in the Project.” (paragraph 3(c)). Your comments regarding the “adequacy” of the Administrative DEIR are simply not material or relevant to Quorum’s obligation to reimburse the City under the Agreement.

That said, the City reviewed the most recent AECOM invoice, dated Mar. 31, 2014, to determine if there were any fees charged that should not have been charged under the City’s agreement with AECOM and the City’s March 19, 2014 notice to AECOM to stop work on the Project given Quorum’s failure to timely deposit further funds. The only fees of concern in that invoice were nominal charges for limited work performed after the City notified AECOM to stop work on the project. At the City’s request, AECOM reviewed its invoice and agreed to adjust the amount the City owed for work on your client’s project, as reflected in the enclosed invoice. The revised amount owed in that invoice is \$66,835.00. The City has determined the revised



**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

Gregory W. Sanders  
May 16, 2014  
Page 2

invoice is accurate and requires payment. Accordingly, the City has incurred \$110,045.64 (\$43,210.64 + \$66,835.00) in fees for processing the Project for which it has not yet received reimbursement from Quorum and Quorum is thus in breach of the Agreement. Please have Quorum remit \$110,045.64, payable to the City of Paso Robles, within five business days of the date of this letter or the City will be forced to pursue any remedies available to it. The payment should be delivered to the attention of Ed Gallagher, Community Development Director, City Hall, 1000 Spring Street, Paso Robles, CA 93446. Thank you.

Sincerely,

Iris P. Yang  
of BEST BEST & KRIEGER LLP

IPY:njr  
Enc.

cc: Jim App, City Manager  
Ed Gallagher, Community Development Director

82480.000408798075.1



AECOM  
 2400 Professional Parkway, Suite 100  
 Santa Maria, CA 93455

(805) 938-0855 tel  
 (805) 938-0047 fax

May 12, 2014

Mr. Ed Gallagher  
 Community Development Director  
 City of el Paso De Robles  
 1000 Spring Street  
 Paso Robles, CA 93446

**Subject: Paso Robles Gateway EIR, Final Invoice Revision  
 (AECOM No. 60309045)**

Dear Mr. Gallagher:

In response to your e-mail dated May 1, 2014, we have revised our final invoice for work on this project. The revised final invoice amount is \$66,835.

We stopped work on noon, Wednesday, March 19, 2014 based on a phone call from Carol Florence. She then confirmed the direction to stop work via e-mail we received at 4:16 that afternoon. The 14 hours of labor shown in our work-in-progress backup with a date of March 21, which you mentioned in your letter, were actually charged earlier in the week. March 21 was the Friday of that week, which is when our labor charges were posted to our accounting system. This detail is immaterial, however, since your e-mail proposes to pay only an amount adjusted from the lump-sum progress payment schedule. Using that approach, I suggest a final invoice computed as follows:

Milestone 3: Draft EIR	\$69,835
Allowance for P/C hearing	- 1,000 (8 hours at \$125/hr)
Printing allowance (assume internal)	- 2,000
Final Invoice	\$66,835

This amount does not cover our work-in-progress revenue, but it does cover our costs. Under the difficult circumstances of this project, I hope you agree that this solution is equitable to all parties involved.

Please give me a call if you have any questions.

Sincerely,

AECOM Technical Services, Inc.

John P. Larson  
 Project Manager

Ercan Candan  
 Operations Manager

cc: Carol Florence, Oasis Associates

# Attachment B



**CENCO INVESTMENT, LLC**  
**A California Limited Liability Company**

June 16, 2014

Mayor Duane Picanco  
And Honorable Members  
of the Paso Robles City Council

Dear Mayor Picanco and Members of the City Council,

I am the managing member of Cenco Investment LLC, the owner of the land on which the Excel Hotel Group hopes to build a Residence Inn by Marriott.

In advance of your consideration of the Residence Inn hotel project and in order to put the unsubstantiated allegations of Greg Sanders on behalf of Quorum Realty into the proper perspective I offer you a brief history.

In 2005 I received approval from the Paso Robles City Council to build a hotel on the Cenco Property. Quorum Realty, which had recently acquired neighboring land, filed a CEQA lawsuit challenging the approval. Throughout the two years of litigation, the settlement discussion between Cenco Investments, the City of Paso Robles and Quorum Realty did not address the environmental impacts of the project then alleged by Greg Sanders but focused instead on the advancement of Quorum's development agenda. Specifically, the discussions between the parties were dedicated to annexing the Quorum properties to the City of Paso Robles and creating a development agreement to re-zone the land and develop the 270 acres. The CEQA lawsuit of the Cenco hotel approval was the birth of Quorum's Gateway Project.

Last year, I entered into contract to sell 3 acres of the Cenco land to Excel Hotel Group for the development of the Residence Inn. In July 2013, there was a teleconference between Cenco, Excel Hotel Group and Quorum. (See email attached). The purpose of the call was to inform Quorum of Excel's development intentions. In that there are other potential sites to develop a hotel in Paso Robles and given the litigious history of Quorum, Excel wanted some assurances that Quorum would not again utilize CEQA to advance its development agenda. Mike Furlotti of Quorum Realty explained that they were "going down a different path now" and that they had made good progress on their Gateway Project. In fact, he indicated that they were working on the preparation of an Environmental Impact Report for their development that, in part, would study a realigned Vine Street that would be rerouted entirely on Quorum land. He said further that Quorum Realty had generally no issue with the Residence Inn project and wished us well.

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**800 Pollard Road, Building C, Suite 36 • Los Gatos, CA 95032-1431 • 408-866-0887 • FAX 408-866-1009**



On March 12, 2014 just days before the scheduled Planning Commission meeting to consider the Residence Inn Project, Mike Furlotti emailed me a request to meet, which we did the next day (see attached email). Mike Furlotti informed me that through the EIR process for the Gateway Project it was determined that their preferred realignment of Vine Street, which traversed only Quorum owned property, had significant environmental impacts and that he did not think it was a viable alternative. He therefore told me that I had to delay the Planning Commission meeting to give us time to work an alignment through the Cenco Property. I explained that I would negotiate in good faith to resolve the road issue but I would not delay the Planning Commission meeting. The two projects are not related. He explained that once the Residence Inn Project is approved that Quorum would lose the leverage that it has over Cenco and over the City. I asked what leverage Quorum had over Cenco and the City that would be lost with the approval, or not, of the Residence Inn. He said that the City needed the transient occupancy tax and development fees that would be generated by the hotel. He further said that the leverage over Cenco is that, like Cenco's 2005 project, Quorum would file a CEQA lawsuit to delay the project, which in turn would put Cenco in default of the purchase and sale contract with Excel. The default would expose Cenco to additional financial liability and legal proceedings on top of the CEQA lawsuit brought by Quorum. He stated he would use the lawsuit to make Cenco dedicate the right of way and force the City to defray the cost of the road improvement by forming an assessment district so that Quorum was not the only entity burdened with the cost of the road to service Quorum's 270 acre planned development.

Just as he did in 2005, and consistent with Mike Furlotti's threat on the day of the March 25, 2014 Planning Commission meeting to consider the Residence Inn Project, Mr. Sanders' alleged CEQA claims in written communications to the Planning Commission were designed to confuse the record. The arguments were so voluminous that it caused a delay. Just as he did in 2005, Mr. Sanders followed the first letter with more letters designed to further confuse the record even though nothing substantive in the Initial Study or Mitigated Negative Declaration changed for the Residence Inn project.

As you evaluate the merits of the Residence Inn project, please consider the foregoing.

Thank you,



Stephen B. Sahadi  
Cenco Investments



**From:** Alex Furlotti <af@qfunds.net>  
**Subject:** Re: A discussion  
**Date:** July 2, 2013 2:10:06 PM PDT  
**To:** stephen sahadi <sahadi@earthlink.net>  
**Cc:** Mike Furlotti <mf@qfunds.net>

Thanks for the heads up. I am very much involved with our Paso project but my son, Michael, has taken the land use lead.

Good luck in your continuing endeavors.

Alexander Furlotti

On Jul 2, 2013, at 2:24 PM, "stephen sahadi" <sahadi@earthlink.net> wrote:

Good Afternoon Alex,

I have entered into a contract to sell three acres of my Paso Robles land to Excel Group, hotel operators out of San Diego. Their hope is to build a Marriott brand hotel on the North East corner of the property. The preliminary discussions with the City have been encouraging and in fact your project was discussed briefly. In one of those meetings they were informed that you no longer are taking an active roll in the development of your lands in Paso Robles and in fact, said that your son was representing your interests. They further indicated that your son was aware of their project aspirations.

The Excel people would like to introduce themselves to either you, your son or both and give you an idea of what they have planned. They are generally aware of the history between us and I told them that I would reach out to you for direction. They envision a brief phone call should you or your son be available and I will take the responsibility to coordinate.

If you prefer I contact your son, could you please provide his contact information and I will deal directly with him.

Thanks,

Steve Sahadi

**From:** Mike Furlotti <mf@qfunds.net>  
**Subject:** Meeting  
**Date:** March 12, 2014 6:48:50 PM PDT  
**To:** stephen sahadi <sahadi@earthlink.net>

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Steve,

Would you have some time to meet to discuss our projects?

Mike