



Council Agenda Report

From: John Falkenstien, City Engineer

Subject: General Plan Circulation Element Update - Authorize Contracts with Central Coast Transportation Consulting and the Wallace Group for Consulting Services relating to a comprehensive update of the Circulation Element and Development Impact Fee Program, and authorize Request for Proposals to update the Bicycle and Pedestrian Master Plan

Date: December 20, 2016

Facts

1. At its meeting of April 5, 2011, the City Council updated the Circulation Element of the General Plan by adoption of Resolution 11-032.
2. At its meeting of April 1, 2014, the City Council adopted Resolution 14-035 accepting the Development Impact Fee Justification Study and setting the current array of development impact fees.
3. The Circulation Element of the General Plan is the policy basis of the Transportation section of the Needs List (List) within the Justification Study of the development impact fee program. The cost estimates of the projects on the List form the fundamental financial goal of the impact fee program.
4. The Housing Constraints and Opportunities Committee (HCOC) formed by the City Council in early 2016, has requested that staff prioritize the Needs List and re-evaluate its cost estimates.
5. At its meeting of August 2, 2016, the City Council adopted Resolution 16-103 amending the General Plan to change land uses of the Erskine property (eastern end of Wisteria Rd.) from Agriculture to Manufacturing. Public facilities gained from this key amendment include right-of-way dedication of a connecting arterial road from Wisteria Lane over the Huer Huero Creek to Airport Road and construction of a portion of the road. The connecting road will provide part of the Circulation Element's 46E Parallel Route and eventually eliminate reliance on the intersection of Airport Road – Highway 46E and the use of the Highway for access to the Airport.
6. The connecting road gained through the Erskine General Plan Amendment also allows for the consideration of a Circulation Element amendment to eliminate a second, and very expensive, Huer Huero creek crossing at the connection of Golden Hill and Dry Creek Roads.
7. At a special meeting of the City Council on September 15, 2016, a presentation was made outlining the background of the formation of the 2011 Circulation Element, the progress made towards its stated goals, and the potential of eliminating expensive segments currently on the Needs List.

8. To accompany the preparation of an amendment to the Circulation Element of the General Plan, Central Coast Transportation Consulting (CCTC) proposes to analyze, for CEQA purposes, the elimination of the Golden Hill Road – Dry Creek Road connection. CCTC will also analyze other key road segments in the area to determine their need of inclusion in the Circulation Element (see Attachment 1).
9. Fundamental to CCTC's analysis will be the update of the City's Travel Demand Model. Update of the Travel Demand Model will be useful towards evaluating other key City goals including road segments in Specific Plans and other items on the Needs List.
10. The City's Purchasing Manual provides for the "sole source" of professional services when it can be determined by the City Council that it is in the best interest of the City to do so. Joe Fernandez of CCTC developed the City's Travel Demand Model with Fehr and Peers with the 2011 Circulation Element Update. He is relied upon by other transportation engineers for his modeling experience.
11. In response to the HCOC request to re-evaluate the cost estimates on the Needs List, the Wallace Group has provided a proposal to more thoroughly plan and define the items on the Needs List and prepare more precise cost estimates.
12. Jorge Aguilar with the Wallace Group is known for his expertise in planning and design of major transportation infrastructure. His background includes project management for the plans and environmental documents (PAED) for both the Highway 46E – 101 and Highway 46W -101 projects while at URS.
13. At their meeting of September 15, 2016, the City Council requested staff to evaluate the feasibility of a low water "Arizona" type crossing of the Huer Huero Creek for the extension of Erskine's connection road to Airport Road.
14. The Wallace Group has provided a proposal to evaluate the feasibility of permitting and constructing a low water ("Arizona") crossing of Huer Huero Creek.
15. Policies established in the Circulation Element support transportation improvements that improve safety and mobility for bicycles and pedestrians.
16. The Bicycle Master Plan (BMP) was last updated and adopted in 2009. The BMP has served to guide the City's bike improvements on streets projects, and has been a catalyst for funding certain road improvements, such as Union Road.
17. The BMP is in need of updating since several projects on the BMP priority improvement list have been completed. Others need to be re-evaluated for feasibility.
18. The 2009 BMP did not include an assessment of, or plan for, pedestrian improvements. Examples of improvements to the pedestrian network include key street crossings near schools and parks.
19. Encouraging students to walk or ride their bikes to school reduces traffic congestion around schools. A safe, well connected bike and pedestrian network promotes public health, raises property values, reduces traffic congestion in peak hours, and attracts people to the community.
20. The Council included funds to update the BMP in the 2016-17 budget. The update of the BMP will complement the update of the Circulation Element and better define another line item on the development impact fee Needs List.

Options

1. Take no action.
2. Authorize initiation of a comprehensive update to the Circulation Element and Needs List by authorizing the City Manager to approve the following contracts:
 - a. Contract with Central Coast Transportation Consulting for update of the Travel Demand Model, analysis for the amendment of the Circulation Element of the General Plan and evaluation of key road segments on the impact fee Needs List
 - b. Contract with the Wallace Group to prepare conceptual plans and cost estimates for items on the development impact fee Needs List.
 - c. Contract with the Wallace Group to evaluate the feasibility of permitting and constructing a low water ("Arizona") crossing of the Huer Huero Creek.
 - d. Authorize issuance of Requests for Proposals to update a Bicycle and Pedestrian Master Plan including addressing pedestrian improvements.
3. Refer back to staff for additional analysis.

Analysis & Conclusion

Background. The Housing Constraints and Opportunities Committee has identified City fees as being a primary obstacle to the development of affordable and workforce housing. Development impact fees are rooted in Council policy of fiscal neutrality of all new development. Under AB 1600, development impact fees cannot exceed a project's actual impact on existing and new facilities. Existing deficiency must be funded by the City. Under the 2014 Development Impact Fees Justification Study, new development's share of the City transportation facility impact cost was calculated to be 33.15% of total costs. Therefore, payment of the Development Impact Fee would cover 100% of a project's share of impacts on transportation facilities, yet fund only 33.15% of the total cost of needed facilities. Transportation impact fees make up the highest proportional cost of the array of impact fees. The items on the transportation Needs List were developed from the Circulation Element of the General Plan.

At its meeting of August 2, 2016, the City Council approved the General Plan Amendment for the Erskine property north of the intersection of Union Road and Highway 46E. This amendment provides for the change in land use of the Erskine property from Agriculture to Manufacturing. Key amenities of this amendment include the dedication of a connecting road from Wisteria Lane north, eventually crossing the Huer Huero Creek and connecting to Airport Road.

When developed, this connecting road will eventually eliminate the City's reliance on the intersection of Airport Road and Highway 46E. Furthermore, this connection will allow City residents a number of optional routes to the Airport without use of Highway 46E. These are primary goals first outlined in the City's Parallel Routes Study, published in 2007, reiterated in the Caltrans Corridor Study published in 2009, and reflected again in the City's updated Circulation Element, adopted April, 5, 2011.

Erskine's General Plan Amendment provides the City the opportunity to look critically at all the connections in the northeast area and evaluate them for need as we go forward. The Needs List includes a second, and very expensive, crossing of the Huer Huero Creek at the connection of Golden Hill and Dry Creek Roads. A brief study conducted by Central Coast Transportation Consulting has indicated that this second connection has little value to the City's transportation network.

CCTC Proposal. A Circulation Element Amendment is proposed to eliminate this expensive connection. Central Coast Transportation Consulting (CCTC) has provided a proposal to update the City's Travel Demand Model (TDM), and then analyze, for CEQA purposes, the elimination of the Golden Hill Road – Dry Creek Road connection. The TDM update will provide the basis for evaluation of other connections in the area and key components of the current Circulation Element.

CCTC will use the model to evaluate road segments in the Circulation Element including the Wisteria Lane connection through the Cuesta College property, the easterly extension of Tractor Way into the Erskine property, Airport Road and Sherwood Road through Chandler Ranch and Airport Road through the Beechwood Plan.

This proposal will be the first step towards building a new streamlined Needs List; providing the infrastructure to maintain an adequate level of service without stifling the development process.

Wallace Group Proposal. The Housing Constraints and Opportunities Committee has requested the cost estimates of the items on the impact fee Needs List be revisited. The appropriate response to this request is to provide more thorough definitions of the projects themselves. The Transportation Needs List currently consists of projects projected to cost over \$250 million. The Committee's goal is to reduce that number significantly in order to stimulate the development of affordable and workforce housing. The accuracy of the cost estimates is only as good as the work effort that is put forth.

The Wallace Group proposes to prepare exhibits showing general roadway features of each project assessed. This way we can "pare down" the projects to the real need. The Wallace Group will be assisted by traffic analysis conducted by CCTC.

As requested by Council at their meeting of September 15, 2016, a second Wallace Group effort will focus exclusively on the feasibility of permitting and building a low water ("Arizona") crossing of the Huer Huero Creek for the connecting road from the Erskine property to Airport Road. This crossing will include encasing water, sewer and recycled water pipelines.

Bicycle and Pedestrian Master Plan. The 2009 Bicycle Master Plan (BMP) is outdated. Several projects on its priority improvement list have been completed. Others need to be re-evaluated for feasibility and consistency with more recent developments and planning efforts.

The BMP should also include a pedestrian component. Both development interests and public comment have brought to our attention critical needs for better pedestrian crossings to access schools and parks at various locations.

The updated Bike and Pedestrian Master Plan will provide a streamlined list of key improvement projects to be considered for inclusion on the development impact fee program Needs List.

Completing the Fee Update Process. The proposals offered in this report are related to the development of the Needs List in the Justification Study of an updated impact fee program. The Needs List is the fundamental driver of the Justification Study, as it represents the ultimate cost of infrastructure that must be financed. This report focuses on the Transportation Section of the Needs List. The other sections; Public Safety, General Government, Parks and Recreation and Library, must also be reviewed.

Ultimately, an updated Needs List will be adopted by the City Council. The updated Needs List can be adopted prior to work on an updated Justification Study, or concurrently with an updated fee program. In either case, a financial consultant will be needed to build a new Justification Study based upon the updated Needs List and all new updated General Plan build-out data. Staff will return with proposals from financial consultants with experience with AB 1600 to build a new Justification Study.

Fiscal Impact

Consulting services relating to the update of the Development Impact Fee Program include the Circulation Element Update and the re-evaluation of the Needs List cost estimates are provided by CCTC and the Wallace Group and will be funded by Transportation Impact Fees at a cost of \$249,629.

The Study of the Huer Huero Creek Low Water Crossing will be funded by 40% Water Enterprise Fund, 40% Sewer Enterprise Fund, and 20% Transportation Impact Fees, at a cost of \$33,800.

• Central Coast Transportation Consulting Travel Demand Model	\$145,900
• Wallace Ground cost estimating for Needs List	\$103,729
• <u>Wallace Group feasibility of low water crossing of the Huer Huero Creek</u>	<u>\$33,800</u>
Total	\$283,429

The update to the Bicycle and Pedestrian Master Plan is included for \$50,000 in the 2016/2017 City budget, to be paid out of the City General Fund.

These studies will provide the first significant steps towards building a more efficient transportation impact fee program.

Recommendation

Authorize initiation of a comprehensive update to the Circulation Element and Needs List by authorizing the City Manager to approve contracts by the following actions:




- a) Approve draft Resolution A authorizing the City Manager to enter into a sole source consultant agreement with Central Coast Transportation Consulting to update the Travel Demand Model and provide reporting as basis for an Amendment to the Circulation Element of the General Plan for a not to exceed fee of \$145,900.
- b) Approve draft Resolution B authorizing the City Manager to enter into a sole source consulting agreement with the Wallace Ground to provide conceptual planning and cost estimating for items on the Development Impact Fee Program Needs List for a not to exceed fee of \$103,729.
- c) Approve draft Resolution C authorizing the City Manager to enter into a sole source consulting agreement with the Wallace Group to analyze the feasibility of permitting and constructing a low water crossing of the Huer Huero Creek for a not to exceed fee of \$33,800.
- d) Approve draft Resolution D authorizing City staff to issue Requests for Proposals to prepare an update to the City's Bicycle and Pedestrian Master Plan for an amount not to exceed \$50,000.

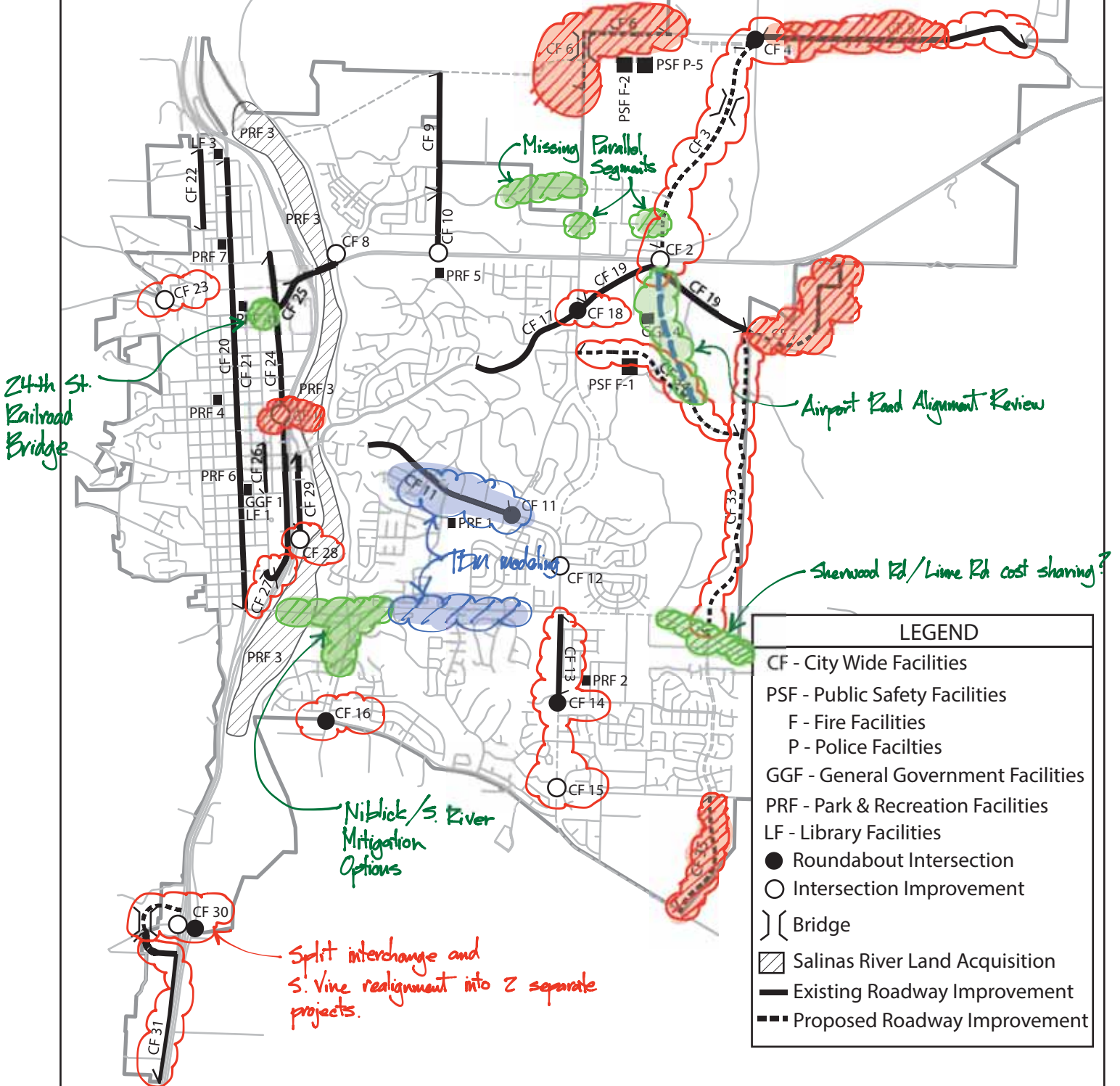
Attachments

1. Housing Constraints and Opportunities Committee Circulation Update Recommendation Map
2. Draft Resolution A CCTC
 - a. Exhibit A - Proposal from Central Coast Transportation Consulting 12-12-16
3. Draft Resolution B Wallace Group
 - a. Exhibit A - Proposal from the Wallace Group 12-12-16
4. Draft Resolution C Wallace Group
 - a. Exhibit A - Proposal from the Wallace Group 12-6-16
5. Draft Resolution D Bike and Pedestrian Master Plan

Attachment 1 - HCOC Circulation Program Amendments Recommendations

2014 DEVELOPMENT IMPACT FEE (DIF) PUBLIC FACILITIES NEEDS LIST PROJECTS

-  Project Elimination Review (CCTC)
-  Cost Estimate Update (Wallace)
-  Missing Project Areas



Attachment 2

Draft Resolution A

RESOLUTION 16-xxx

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF EL PASO DE ROBLES AUTHORIZING
A SOLE SOURCE PROFESSIONAL SERVICES CONTRACT
WITH CENTRAL COAST TRANSPORTATION CONSULTING
RELATING TO AN UPDATE OF THE CIRCULATION ELEMENT OF
THE GENERAL PLAN AND THE DEVELOPMENT IMPACT FEE PROGRAM

WHEREAS, at its meeting of August 2, 2016, the City Council adopted Resolution No. 16-103 amending the General Plan to change land uses of the Erskine property from Agriculture to Manufacturing; and

WHEREAS, amenities gained from the Erskine General Plan Amendment include right-of-way dedication of a connecting road from Wisteria Lane over the Huer Huero Creek to Airport Road and construction of a portion of the road; and

WHEREAS, the connecting road will eventually eliminate reliance on the intersection of Airport Road-Highway 46E and the use of the Highway for access to the airport; and

WHEREAS, the connecting road through the Erskine General Plan Amendment allows for the consideration of an amendment to the Circulation Element of the General Plan to eliminate the second Huer Huero Creek crossing at the connection of Golden Hill and Dry Creek Roads; and

WHEREAS, at its meeting of September 15, 2016, the City Council viewed a presentation outlining the background and formation of the 2011 Circulation Element of the General Plan, the progress made towards its stated goals, and the potential of eliminating expensive road segments on the Needs List of the Justification Study of the Development Impact Fee program; and

WHEREAS, the Housing Constraints and Opportunities Committee formed by the City Council has requested that the Needs List of the Justification Study of the Development Impact Fee Program be prioritized and its cost estimates be re-evaluated; and

WHEREAS, to accompany the preparation of an amendment to the Circulation Element of the General Plan, Central Coast Transportation Consulting (CCTC) has provided a proposal to update the City's Travel Demand Model and analyze for CEQA purposes, the elimination of the Golden Hill Road – Dry Creek Road connection and analyze the value of other road segments; and

WHEREAS, Joe Fernandez of CCTC developed the City's Travel Demand Model with preparation of the 2011 Circulation Element of the General Plan and has the best working knowledge of its operation; and

WHEREAS, the City's Purchasing Manual provides for the sole source of professional services when it can be determined by the City Council that it is in the best interest of the City to do so.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. All of the above recitals are true and correct and incorporated herein by reference.

Section 2. The City Council hereby approves the contract for transportation engineering consulting services relating to the update of the Circulation Element of the General Plan and the Development

Attachment 2

Draft Resolution A

Impact Fee Program provided by Central Coast Transportation Consulting (CCTC) in substantially the form attached hereto as Exhibit A, and incorporated herein by reference, and authorize the City Manager to execute the Agreement, subject to any minor, technical, or non-substantive changes as approved by the City Manager and the City Attorney.

Section 3. The City Council appropriates an amount not to exceed \$xxx,xxx from Transportation Impact Fee Fund 213.

APPROVED this 20th day of December, 2016, by the following vote:

AYES:

NOES:

ABSENT:

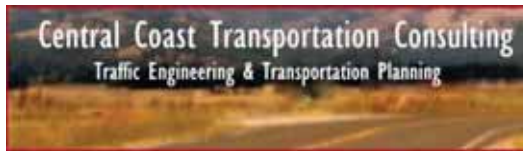
ABSTAIN:

Steven W. Martin, Mayor

ATTEST:

Kristen L. Buxkemper, Deputy City Clerk

Exhibit A – Central Coast Transportation Consulting Scope of Work



December 12, 2016

John Falkenstien, City Engineer
City of Paso Robles
1000 Spring Street
Paso Robles, CA 93446

Re: Circulation Element Update

Mr. Falkenstien:

Central Coast Transportation Consulting (CCTC) is pleased to provide this proposal to update the City of Paso Robles' Travel Demand Model (TDM) and Circulation Element. As you know I served as the project manager for the City's 2008 TDM Update and 2011 Circulation Element and have lead numerous transportation studies in the City since that time. It is our understanding that the City seeks to eliminate unnecessary transportation projects from the Circulation Master Plan and Development Impact Fee program to more effectively focus limited funds on high priority projects.

The 2011 Circulation Element revised the City's approach to evaluating transportation conditions, moving away from vehicular level of service (LOS) grades towards a focus on mobility that emphasizes the City's small town character, supports multiple modes of travel, and improves safety by reducing vehicle speeds. This approach, where vehicular delay is de-emphasized, has since been mandated Statewide by Senate Bill 743 (SB 743, 2013). SB 743 guidelines identify Vehicle Miles Traveled (VMT) as the primary metric used to identify transportation impacts instead of vehicular LOS.

The TDM update is necessary to forecast future year traffic volumes. The TDM will be updated to reflect land use and roadway network changes that have occurred since 2008, both locally and regionally. The updated TDM will be applied to determine the impact of eliminating specific projects from the City's Circulation Master Plan. The TDM update will also improve the City's estimation of vehicle miles traveled (VMT), consistent with the latest guidance associated with SB 743.

We have partnered with Cambridge Systematics (CS) to provide technical modeling support. We are currently working with CS on the City of San Luis Obispo TDM Update, Caltrans On-Call Modeling, and City of Morro Bay Circulation Element Update. They have demonstrated exceptional proficiency with the TransCAD software platform and TDMs in San Luis Obispo County, and are industry leaders in travel demand model development and enhancement.

Our scope of work is enclosed as Attachment A, with our cost estimate provided as Attachment B. I appreciate the opportunity to propose on this project and look forward to continuing our work together. Please let me know if you have any questions.

Sincerely,

Central Coast Transportation Consulting

A handwritten signature in black ink, appearing to read "Joe Fernandez".

Joe Fernandez, PE, AICP
Principal

ATTACHMENT A: SCOPE OF WORK

Task 1: Scoping & Data Collection

CCTC will coordinate the collection of 72-hour roadway segment counts on 35 roadway segments. The count locations will be determined in consultation with City staff. These counts will be supplemented by counts collected in 2016 for other studies.

We will obtain the most recent regional TDM from SLOCOG for use in extracting base and future land uses and planned roadway network improvements outside of the City. The most recent City TDM will be obtained from the consulting team preparing the SR 46E/Union Road PA/ED. This version of the City TDM is currently being improved in the northeast area of the City by the Union Road PA/ED team, and will be used as the basis for the 2017 TDM update.

A list of new development that has occurred since 2008 will be obtained from City staff. We will request information on other General Plan amendments that have occurred since 2008 for incorporation into the model.

Task 2: Travel Demand Model Update

Task 2.1: Base Year Model Refinement/Validation: The 2008 TDM runs in TransCAD 4.8, a GIS-based transportation planning software package. CS and CCTC will update the model to run in the current version of TransCAD 7. The model will be calibrated using empirical trip rates from travel surveys and other data sources, and the trip lengths and travel paths will be reviewed to ensure they are reasonable within City limits. Due to changes in TAZ structure in the SLOCOG model, CCTC and CS will perform a GIS overlay to properly allocate data from the new TAZ layer to the existing City model TAZ layer.

The base year model will be validated to determine how well the model replicates existing traffic counts using industry-standard statistical tests and performance summaries in accordance with Caltrans' *Travel Forecasting Guidelines*. Dynamic validation tests will be conducted to ensure the model responds reasonably to typical land use and roadway network changes.

CCTC and CS will extract daily vehicle miles traveled (VMT) from the model for use in impact analysis consistent with SB 743. VMT estimates will be stratified by trips entirely within the City, trips with an origin or destination within the City, and trips that pass through the City but have origins and destinations outside of the City. Trips with an origin or destination outside of the City will be adjusted to reflect typical trip lengths from the California Statewide Model.

Task 2.2: Future Year Model Update: We will revise the buildout model scenario to reflect changes to local and regional land uses and circulation networks. The buildout model will be applied to forecast future traffic levels and assist in identifying changes to the Circulation Master Plan.

Task 2.3: Model Documentation: The model update and results will be summarized in a model development report. The report will summarize the update approach, show the validation results, and present the model land use inputs. As a part of this task we will summarize traffic volume changes that have occurred since the 2008 TDM was developed. VMT will be reported by trip type and compared to the regional VMT reported by SLOCOG.

Task 3: Circulation Element Update

Task 3.1: Circulation Master Plan: This task will apply the updated TDM to evaluate changes to the Circulation Master Plan. The key facilities to be evaluated are discussed below.

Dry Creek Road Extension to Golden Hill Road- This planned improvement would require a costly bridge over the Huer Huero Creek and appears to duplicate the function of the planned connection from Wisteria Lane to Airport Road. CCTC will review the City's TDM to determine the forecast traffic volume along this roadway and describe the impact to nearby facilities in terms of daily capacity utilization if this improvement is removed from the Circulation Master Plan.

Tractor Road Easterly Extension- Tractor Road is identified as a planned 2-lane arterial extending from its current terminus to the connecting road that will extend north from Union Road/SR 46E. The Tractor Road/Golden Hill intersection was studied as a part of the Wisteria Lane General Plan Amendment transportation study, which identified the need for improvements under buildout conditions. CCTC will review the underlying assumptions for these forecasts and determine the extent to which these needed improvements are associated with nearby land uses or the connection to the east drawing other traffic.

Wisteria Lane Westerly Extension- The Circulation Element includes the extension of Wisteria Lane from Golden Hill Road to Dallons Drive as a part of the development of parallel routes. This extension would provide a more direct connection to Dallons Drive and would reduce the traffic volumes through the Tractor Road/Golden Hill Road intersection. The TDM will be used to estimate the daily traffic expected to use this segment, and if construction of this segment could prevent the need for other nearby improvements.

4th Street Underpass- The Circulation Element includes the extension of 4th Street under the railroad tracks to improve the connection between Spring Street and Riverside Avenue. CCTC will evaluate the impact of removing this connection from the Circulation Master Plan or converting the existing Pine Street undercrossing to serve one-way traffic only.

Airport Road Extension- Airport Road from Union Road to Creston Road is planned as a two-lane divided arterial in the City's Circulation Element. This corridor serves two major undeveloped Specific Plan areas. CCTC will evaluate the effect of developing this corridor in segments as smaller portions of the Specific Plans develop. Using the TDM, we will estimate the origins and destinations of future traffic using the corridor to determine the portion to/from the Specific Plan areas compared to other areas in and out of the City. The future daily traffic volumes will be evaluated to determine if the current classification as an arterial roadway is appropriate or if a segment should be reclassified as a collector or local roadway.

Dry Creek Road- Dry Creek Road is a key parallel route serving local traffic in the northeast area of the City. The current degraded condition and non-standard design limits the attractiveness of this route. CCTC will qualitatively evaluate the effect of improving Dry Creek Road to meet the City's current standards for two-lane undivided arterials.

Niblick Road Corridor. The City's Circulation Element identifies the Niblick Road corridor from Spring Street to S. River Road as exceeding its daily capacity under Buildout of the General Plan. This task will focus on evaluating measures to improve conditions along the corridor. CCTC will evaluate the intersection of S. River Road/Niblick Road under Existing and Buildout conditions to develop improvement options. Traffic counts will be collected at the three driveways serving Paso Robles High School to determine the existing traffic generating conditions. Potential Travel Demand Management strategies, such as modified school start and end times, will be evaluated and their likely effects qualitatively described.

Modifications to the Circulation Master Plan will be evaluated by updating the capacity utilization table (Table CE-1 in the Circulation Element). We will develop a recommended Circulation Master Plan with input from the project team.

Task 3.2: Circulation Element Update: The Circulation Element will be updated to incorporate the changes to the Circulation Master Plan. Circulation Element goals, policies, and action items will be revised if needed to conform to SB 743 requirements. We understand that a comprehensive Circulation Element update is not necessary at this time, and that current Circulation Element goals, policies, and action items will remain mostly unchanged. The update will focus on revising the Circulation Master Plan Map (Figure CE-1) and capacity utilization tables.

Task 4: Creston Road Corridor Evaluation:

This task focuses on evaluating improvements planned for the Creston Road corridor from Tanner Road to Golden Hill Road. This corridor was studied in 2007 in accordance with the City's then-current Circulation Element. The *2007 Creston Road Plan Line Study* developed and evaluated two alternatives: 1) a four-lane arterial corridor with traffic signals and 2) a two-lane corridor with roundabouts. Alternative 2, the roundabout corridor, was recommended in the study after a review of safety, operational, cost, and other considerations. The study recommended six new roundabouts and one new signal along the corridor. This task will evaluate if all of these improvements are necessary to meet the updated Circulation Element's goals and standards, or if they can be reduced while still meeting City goals. The outcome will guide the recommendations included in the upcoming *Creston Road Complete and Sustainable Streets Corridor Plan*.

Task 4.1: Data Collection: CCTC will collect weekday AM and PM peak hour traffic counts at the following intersections:

1. Creston Road/Tanner Road
2. Creston Road/Walnut Drive/Bolen Drive
3. Creston Road/Trigo Lane
4. Creston Road/Nickerson
5. Creston Road/Rolling Hills Road
6. Creston Road/Golden Hill Road

CCTC will obtain roadway segment counts on Creston Road west of Golden Hill Road from the Beechwood Specific Plan analysis. We will conduct a field visit to observe traffic operations and collect field signal timing and phasing data. As a part of this task we will review the 2007 Plan Line Study and associated materials for background information.

Task 4.2: Traffic Forecasts: The TDM will be applied to develop peak hour turning movement and daily segment traffic forecasts for the study locations listed in Task 4.1. These will be compared to the prior forecasts developed for the plan line evaluation and major differences will be noted.

Task 4.3: Operations Analysis: Peak hour intersection traffic operations will be evaluated under Existing, Cumulative, and Cumulative with Improvements conditions. Cumulative conditions will reflect the existing network configurations (e.g. no roundabouts along Creston Road). Cumulative with Improvements conditions will identify improvements to maintain acceptable operations based on the City's TIS Guidelines.

Task 4.4: Documentation: The analysis above will be summarized in a technical memorandum focusing on the need and prioritization of improvements along the corridor. This information will be used to guide the upcoming *Creston Road Complete and Sustainable Streets Corridor Plan*.

Task 5: Geometric Layouts for Civil Cost Estimates

The City plans to engage a civil engineering firm to update the cost estimates for transportation projects included in the Development Impact Fee program. This task is necessary to support the cost estimating effort by defining the necessary lane configurations at numerous intersections throughout the City, which will affect the revised cost estimates. CCTC will develop planning level recommendations for needed lane configurations under buildout conditions at the following locations.

1. Airport Road/Dry Creek Road (planned roundabout- determine lane configuration)
2. Erskine Parkway/Wisteria Lane: (planned roundabout- determine lane configuration)
3. Dallons Drive/Golden Hill Road: (determine control type and lane configuration)
4. Charolais Road/S River Road (planned roundabout- determine lane configuration)
5. Creston Road from Niblick Road to Scott Street (determine potential for road diet based on ADT)
6. Creston Road/Scott Street/Flag Way (planned signal- review peak hour signal warrant, determine lane configuration)
7. Creston Road/Stoney Creek Road (pedestrian improvements, determine lane configurations)
8. Creston Road/Meadowlark Road (remove stop control, install HAWK- review HAWK and stop sign warrants)

This task includes collection of AM and PM peak hour turning movement counts (including pedestrians) at three intersections. We will coordinate with the cost estimating team and summarize the recommended lane configurations in a memorandum. This work is not intended to provide detailed operational assessments guiding final design, but instead would provide planning level lane configurations for the purposes of impact fee cost estimates.

Task 6: Project Coordination, Meetings, and Hearings

We have budgeted 60 hours of staff time for project administration and coordination and to prepare for and attend staff meetings and public hearings. This includes time spent coordinating with other active planning projects, such as the Bicycle and Pedestrian Master Plan Update.

ATTACHMENT B: COST ESTIMATE AND SCHEDULE

Table 1 summarizes our cost estimate to update the TDM and Circulation Element. This includes staff time, direct expenses, and subconsultant expenses. We propose a time-and-materials budget not to exceed \$145,900 to complete this work.

Table 1: Detailed Cost Estimate							
Task	Central Coast Transportation Consulting					Cambridge Systematics	Task Total
	Principal	Senior Planner	Engineer	Graphics	Direct Costs ¹		
<i>Hourly Billing Rates--></i>	\$175	\$125	\$95	\$85			
1. Scoping and Data Collection	8	2	16		\$5,000		\$8,170
2. Travel Demand Model Update	72	20	88	4	\$2,800	\$15,000	\$41,600
3. Circulation Element Update	96	96	80	12	\$2,000	\$5,000	\$44,420
4. Creston Road Corridor Evaluation	60	20	94	8	\$3,000		\$25,610
5. Geometric Layouts for Cost Estimates	40	16	60	8	\$1,200		\$16,580
6. Project Coordination, Meetings, Hearings	36	16	4	4	\$500		\$9,520
<i>Total</i>	<i>312</i>	<i>170</i>	<i>342</i>	<i>36</i>	<i>\$14,500</i>	<i>\$20,000</i>	<i>\$145,900</i>
						Total Budget	\$145,900
1. Direct Costs include traffic counts, communications expenses, and mileage reimbursed at the IRS approved rate.							

Table 2: Paso Robles Travel Demand Model and Circulation Element Update Schedule												
	2017											
	January	February	March	April	May	June	July	August	September	October	November	December
Task 1: Data Collection	Collect Data											
Task 2: Travel Demand Model Update	Base Year Model	Future Year Model										
Task 3: Circulation Element Update				Circulation Master Plan			Circulation Element					
Task 4: Creston Road Corridor Evaluation	Collect Data	Existing Conditions	Traffic Forecasts	Analysis/Documentation								
Task 5: Geometric Layouts for Cost Estimates	Collect Data	Existing Conditions	Traffic Forecasts	Analysis/Documentation								
Task 6: Project Coordination, Meetings, Hearings	On-going											

Attachment 3

Draft Resolution B

RESOLUTION 16-xxx

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES AUTHORIZING A SOLE SOURCE PROFESSIONAL SERVICES CONTRACT WITH THE WALLACE GROUP RELATING TO AN UPDATE OF THE DEVELOPMENT IMPACT FEE PROGRAM

WHEREAS, at its meeting of September 15, 2016, the City Council viewed a presentation outlining the background and formation of the 2011 Circulation Element of the General Plan, the progress made towards its stated goals, and the potential of eliminating expensive road segments on the Needs List of the Justification Study of the Development Impact Fee program; and

WHEREAS, the Housing Constraints and Opportunities Committee formed by the City Council has requested that the Needs List of the Justification Study of the Development Impact Fee Program be prioritized and its cost estimates be re-evaluated; and

WHEREAS, to accompany the preparation of an amendment to the Circulation Element of the General Plan, Central Coast Transportation Consulting (CCTC) has provided a proposal to update the City's Travel Demand Model and analyze for CEQA purposes, the elimination of the Golden Hill Road – Dry Creek Road connection and analyze the value of other road segments; and

WHEREAS, the Wallace Group has provided a proposal to more thoroughly plan, define and provide cost estimates for the items on the Transportation Section of the Needs List of the Justification Study of the Development Impact Fee program; and

WHEREAS, Jorge Aguilar with the Wallace Group is known for his expertise in planning and design of major transportation infrastructure. His background in the City includes project management for design of both Highway 101 - 46E and 46W interchange projects; and

WHEREAS, the City's Purchasing Manual provides for the sole source of professional services when it can be determined by the City Council that it is in the best interest of the City to do so.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. All of the above recitals are true and correct and incorporated herein by reference.

Section 2. The City Council hereby approves the contract for transportation engineering consulting services relating to the update of the Development Impact Fee Program provided by the Wallace Group in substantially the form attached hereto as Exhibit A, and incorporated herein by reference, and authorize the City Manager to execute the Agreement, subject to any minor, technical, or non-substantive changes as approved by the City Manager and the City Attorney.

Section 3. The City Council appropriates an amount not to exceed \$xxx,xxx from Transportation Impact Fee Fund 213.

Attachment 3

Draft Resolution B

APPROVED this 20th day of December, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven W. Martin, Mayor

ATTEST:

Kristen L. Buxkemper, Deputy City Clerk

Exhibit A – Wallace Group Scope of Work



CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

TRANSMITTAL

Date: December 12, 2016

Project Number: PP16-5889-0915

To: John Falkenstien
City of Paso Robles
1000 Spring Street
Paso Robles, CA 93446

VIA Email

Phone: 805 237-3861
Fax:
Email: jfalkenstien@prcity.com

From: Jorge Aguilar, PE C48704
Principal
WALLACE GROUP
612 Clarion Court
San Luis Obispo, CA 93401

Phone: 805 544-4011
Fax: 805 544-4294
Email: JorgeA@wallacegroup.us

Subject: Proposal for Development Impact Fee Program Update

Please find attached our proposal for the above referenced project. If this proposal meets with your approval, please prepare a Service Order for our signature and return to our office, **to the attention of Sybil Regan, Marketing Coordinator**, which will serve as our notice-to-proceed on your project.

Please call me if you have any questions at 805 544-4011.

Thank you.

ATTACHMENT
PP16-5889
Exhibit A
Exhibit B

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us

December 12, 2016

John Falkenstien
City of Paso Robles
1000 Spring Street
Paso Robles, California 93446

Subject: Development Impact Fee Program Update
Conceptual Engineering and Construction Cost Estimating

Dear Mr. Falkenstien:

Wallace Group appreciates the opportunity to provide you with our proposal for Conceptual Engineering and Construction Cost Estimating services for the above referenced project. Based on our discussion, the following Scope of Services has been prepared for your consideration:

PROJECT UNDERSTANDING

The City of Paso Robles (City) would like to update the conceptual layouts and cost estimates for seventeen (17) project locations across the City. The seventeen locations are as follows:

1. Connection Road- SR 46 East to Dry Creek Road
2. Union Road/Wisteria Lane/Sr 46E
3. Theatre Drive- Idlers to South City Limits
4. River Oaks/North River Road (Cost estimate review only)
5. Buena Vista Drive/Cuesta College Frontage
6. Buena Vista Drive/SR 46 East (Cost estimate review only)
7. Union Road/Golden Hill Road Roundabout
8. Charolais Road/South River Road Roundabout
9. Creston Road- Myrtlewood Drive to Meadowlark Road
10. Creston Road- Niblick Road to Scott Street
11. 24th Street/Mountain Spring Road
12. Paso Robles Street N/B 101 Off-ramp Roundabout
13. Dry Creek Road- Airport Road to War Birds Museum
14. Tractor Street Extension to Wisteria Lane (Vesting TTM 3069)
15. Golden Hill Road/Dallons Drive/Tractor St Intersection Improvements
16. Airport Road- Union Road to Linne Road (Chandler Ranch Area)
17. Sherwood Road Extension to Airport Road Roundabout

The purpose of these cost estimates is to enable the City to update their TIF Program based on updated layouts and cost estimates for these capital improvement projects. The scope of improvements at each location is based on our meeting with you on September 2, 2016 and the follow up reports you provided on the same day. Based on our conversation on December 9, 2016 we will only be reviewing the estimated "soft" costs projects #4 and #6, as prepared by others. The attached Exhibit B includes aerial maps with the assumed limits and major features of each improvement project. It is our understanding that the City traffic model has been recently updated, and any relevant information such as volumes, lane configurations, and other relevant data will be provided to Wallace Group by the City or their consultant. Our scope of services for this engagement does not include any additional traffic modeling to verify operational adequacy of the proposed projects.



CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
ENGINEERING

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PUBLIC WORKS
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SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

SCOPE OF SERVICES

Task 1: Project Management/Meetings/QA/QC

Task 1 includes project management and coordination to ensure the efficient and timely delivery of the following tasks throughout the project duration. Our scope and fee includes three (3) meetings with City staff. One (1) meeting will be a kickoff meeting and two (2) others will be progress review meetings to discuss the layouts and estimates.

Quality Assurance/Quality Control (QA/QC) is an important part of all of our work products. Prior to making submittals, the packages will undergo a QC review. This review process is a critical component of a successful project and will ensure that the project team delivers a fully developed and cohesive product to the City of Paso Robles.

Deliverables:

- Agenda, meeting minutes, and notes for three (3) meetings

Task 2: Conceptual Improvement Layouts

Task 2 includes preparing exhibits showing the limits and general roadway features associated with the improvements at each project location (excluding Project #4 and #6). The layouts will be prepared over publicly available aerial imagery, parcel/Right of Way mapping, and topographic mapping, as appropriate. The layouts will indicate general road and curb alignments, estimated grading limits, paving limits, major features/structures such as walls or culverts, general utility impacts and approximate Right of Way impacts. Work will include a site visit to each project location to assess overall existing conditions and take digital photography.

Intersections contemplating roundabout improvements will be laid out using NCHRP Report 672 guidelines. We will use the W-Trans layout prepared in 2006 to estimate the Union Road/Golden Hill Road roundabout (Project #7).

Wallace Group will work with the City's traffic engineer, as necessary, to obtain lane assignment and lane configurations for the different project locations.

The conceptual improvement layouts will be prepared on 11x17 exhibit type plan sheets. This scope of services does not include any vertical grading or profile design work.

The layouts will be submitted to the City in draft form at 50% completion for review and comment before preparing final layouts. Wallace Group will address City comments and prepare Final Concept Layouts for cost estimating purposes as outlined in Task 3.

Deliverables:

- Draft Conceptual Improvement Layouts for fifteen (15) project locations on 11x17 plan sheets
- Final Conceptual Improvement Layouts for fifteen (15) project locations on 11x17 plan sheets

Task 3: Preliminary Construction Cost Estimates

Task 3 includes preparation of preliminary construction cost estimates for each of the project locations (excluding Project #4 and #6). Work includes rough quantity estimates for major items of work such as grading, pavement, curb/gutter, sidewalk, and other major features. Unit pricing will be based on Caltrans recent cost data, County of San Luis Obispo bid data, as well as Wallace Group data and recent experience on similar projects. Any Right of Way areas



to be acquired will be calculated, and land costs will be estimated based on recent unit cost figures used by Wallace Group on nearby projects. Cost estimates will be prepared on Wallace Group's one-page form and include 30% contingency and estimated costs for engineering, permitting, construction management, and administration. Preliminary Construction Cost Estimates will be planning and budgetary level estimates only and subject to change at the time of final design and construction.

Deliverables:

- Preliminary Construction Cost Estimates (To be delivered with Technical Summary Report as part of Task 4)

Task 4: Technical Summary Report

Task 4 includes preparation of a brief Technical Summary Report of the seventeen (17) project locations. The report will include a summary scope of each project, key features and assumptions, relevant notes, and preliminary construction cost estimates. A draft copy of the report will be submitted to the City for review and comment. Wallace Group will address the City comments and prepare a final copy that includes the final layout exhibits and preliminary construction cost estimates as attachments.

Deliverables:

- Draft and Final Summary Report with layout exhibits and construction cost estimates

SCHEDULE

Wallace Group can begin work immediately upon written authorization. Based on our current workload, we anticipate the following duration for the work:

Task 2- Conceptual Improvement Layouts	8 weeks
City Review Layouts	2 weeks
Task 3- Preliminary Construction Cost Estimates	5 weeks
Task 4- Draft Technical Summary Report	2 weeks
City Review Report	2 weeks
Final Technical Summary Report	2 weeks
TOTAL ESTIMATED DURATION	21 weeks

ITEMS NOT INCLUDED IN SCOPE OF SERVICES

The following services are not included in this Scope of Services or estimate of fees:

- Land survey work such as topographic or Right of Way mapping
- Dry utility cost estimates
- Drainage or other detailed design studies
- Feasibility studies
- Environmental studies or assessments
- Other items not specifically outlined in the Scope of Services above

PROJECT FEES

Wallace Group will perform the services denoted in the proposed Scope of Services on a time and materials basis. For budgeting purposes, our preliminary estimate is that over the next six (6) months, our fees will be \$103,729. These services will be invoiced monthly on an accrued basis in accordance with the attached Standard Billing Rates (Exhibit A).



Reimbursables such as mileage, printing, and other direct costs are included in the time and materials estimated fee amount stated above.

At your request, additional services to the Scope of Services will be performed by Wallace Group following the signature of our Contract Amendment or the initiation of a new contract.

We want to thank you for this opportunity to present our proposal for professional services. If you would like to discuss this proposal in greater detail, please feel free to contact me at (805) 544-4011.

Sincerely,

WALLACE GROUP, a California Corporation



Jorge Aguilar, PE C48704
Principal
612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

Attachments
A: 2014, Standard Rates
B: Aerial Exhibits

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF THIS DOCUMENT.

Exhibit A Standard Billing Rates

Engineering, Design & Support Services:

Assistant Designer/Technician	\$ 65
Designer/Technician I - IV	\$ 70 - \$100
Senior Designer I - III	\$138 - \$148
GIS Technical Specialist	\$130
Senior GIS Technical Specialist	\$145
Associate Engineer I - II	\$ 90 - \$100
Engineer I - IV	\$135 - \$150
Senior Engineer I - III	\$155 - \$170
Director	\$170
Principal Engineer	\$182
Principal	\$190

Support Services:

Office Assistant	\$ 50
Project Assistant I - III	\$ 70 - \$ 86

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$300 an hour. As authorized in advance by the Client, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

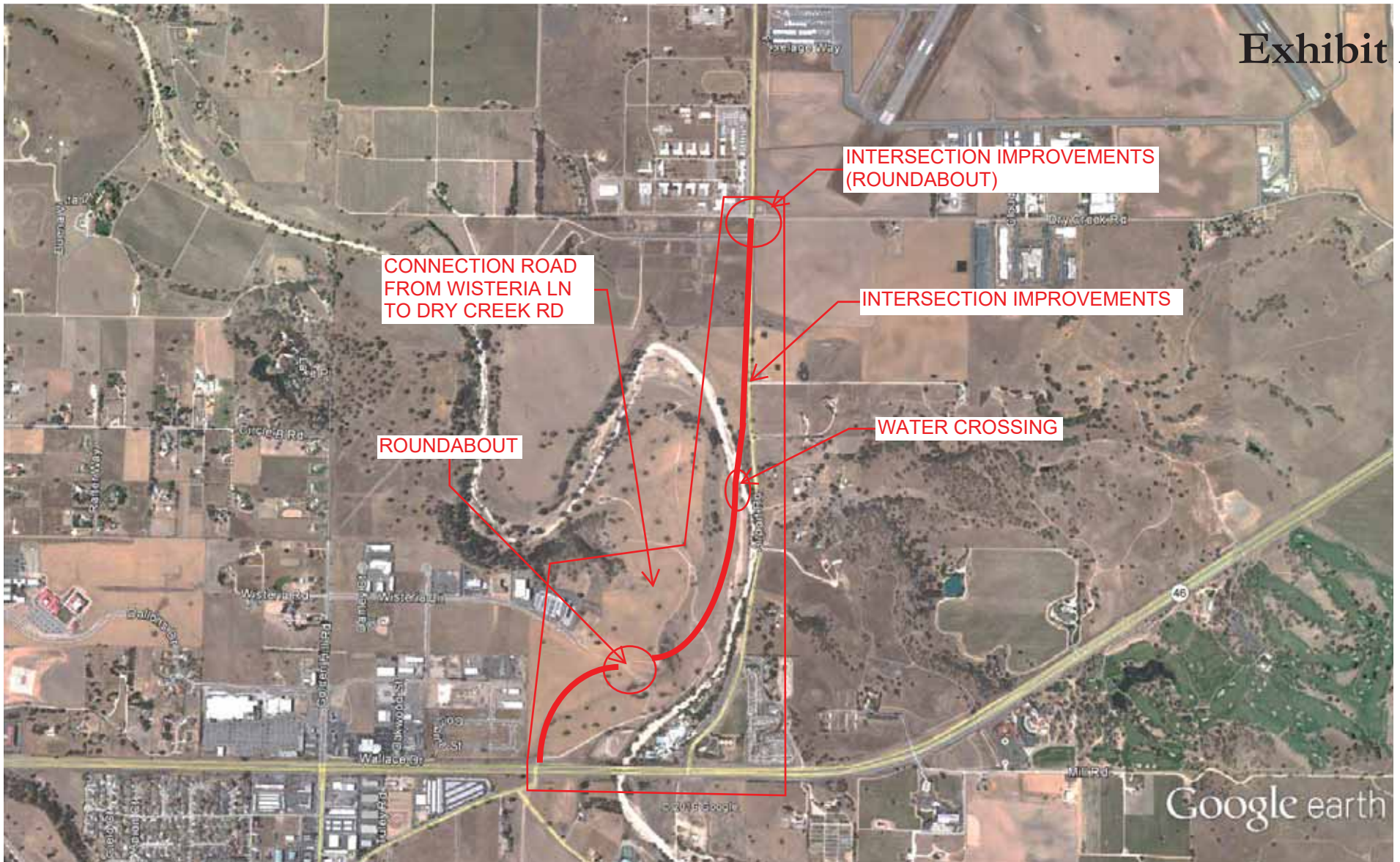
- travel expenses
- delivery/copy services
- sub-consultant services
- mileage (per IRS rates)
- agency fees
- other direct expenses

Invoicing and Interest Charges:

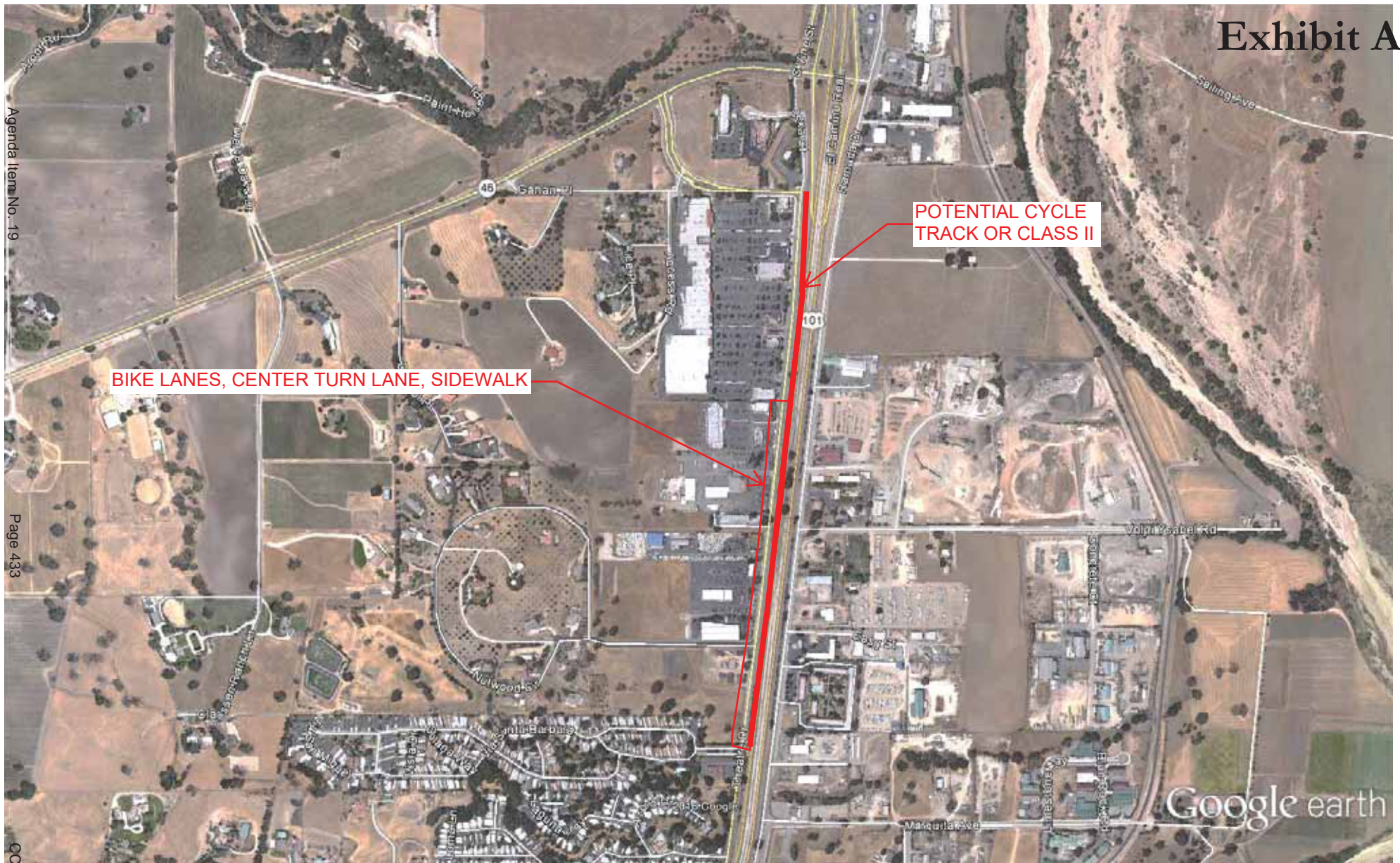
Invoices are submitted monthly on an accrued cost basis in accordance with this Fee Schedule. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

Right to Revisions:

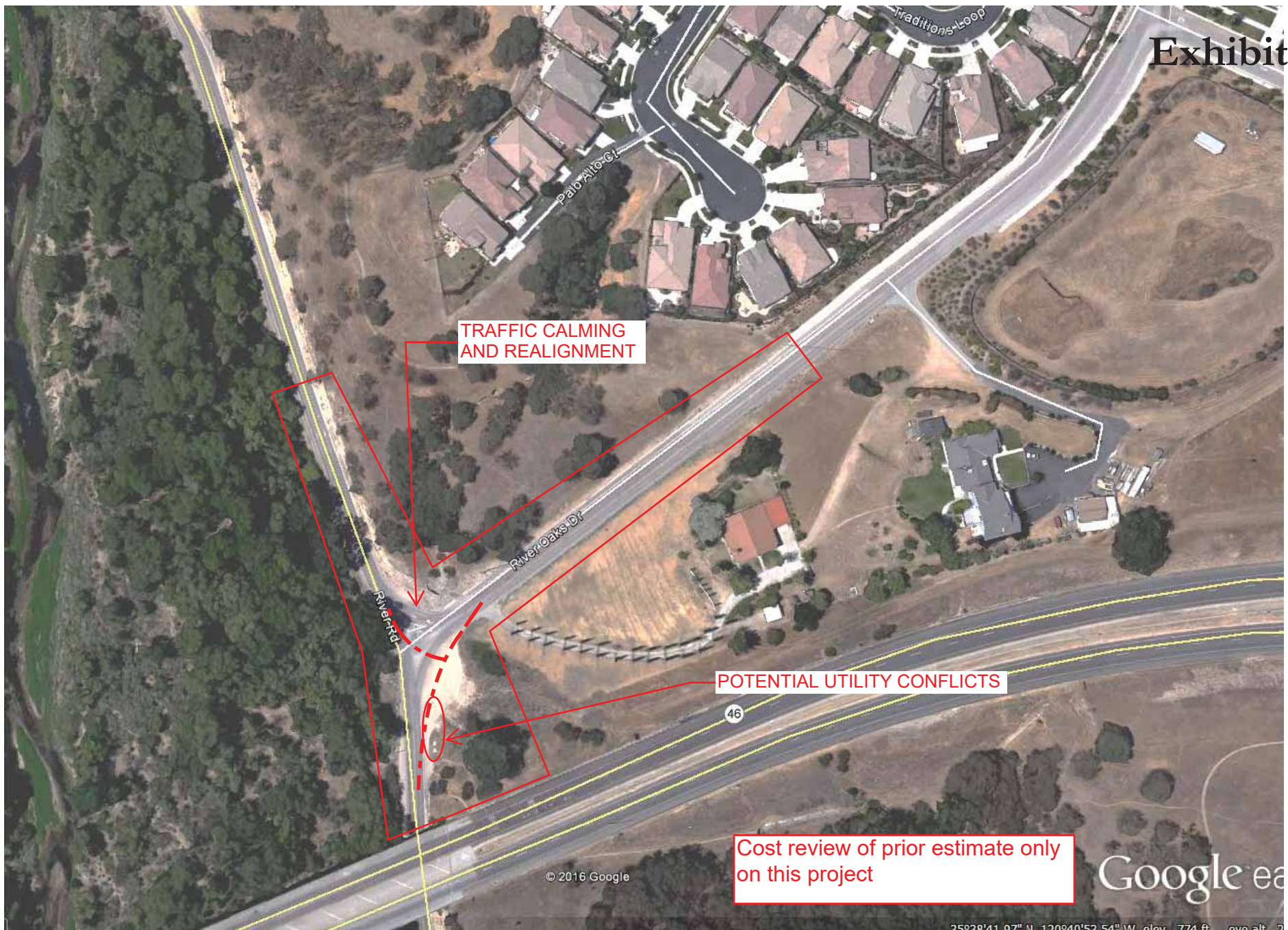
Wallace Group reserves the right to revise this Schedule of Fees on an annual basis, personnel classifications may be added as necessary.



1. Connection Road – SR 46E to Dry Creek Rd
2. Union Rd/Wisteria Ln/SR 46E



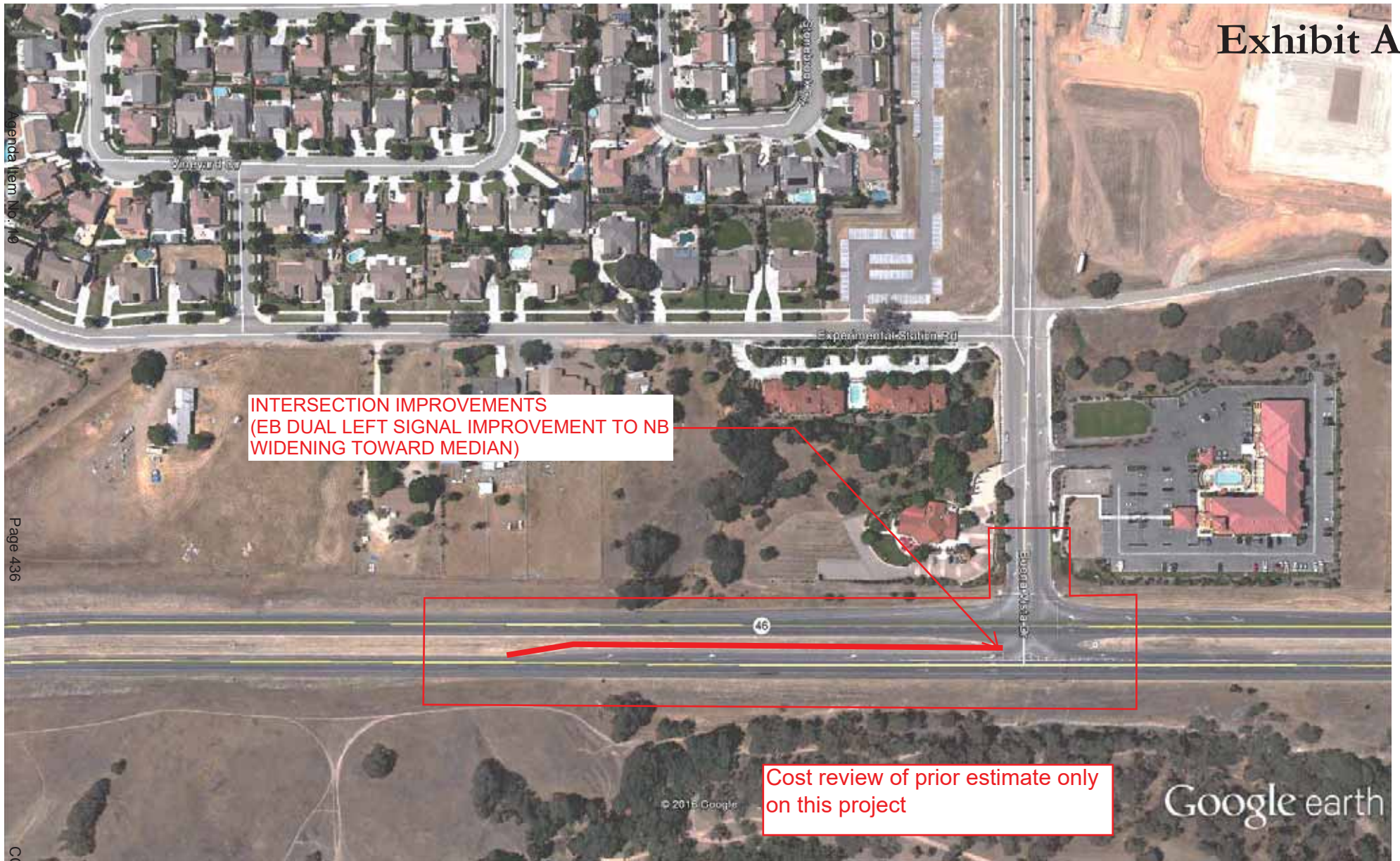
3. Theatre Dr – Idlers to South City Limits



4. River Oaks/N River Rd



5. Buena Vista Dr – Cuesta College Frontage



6. Buena Vista Dr /SR 46E

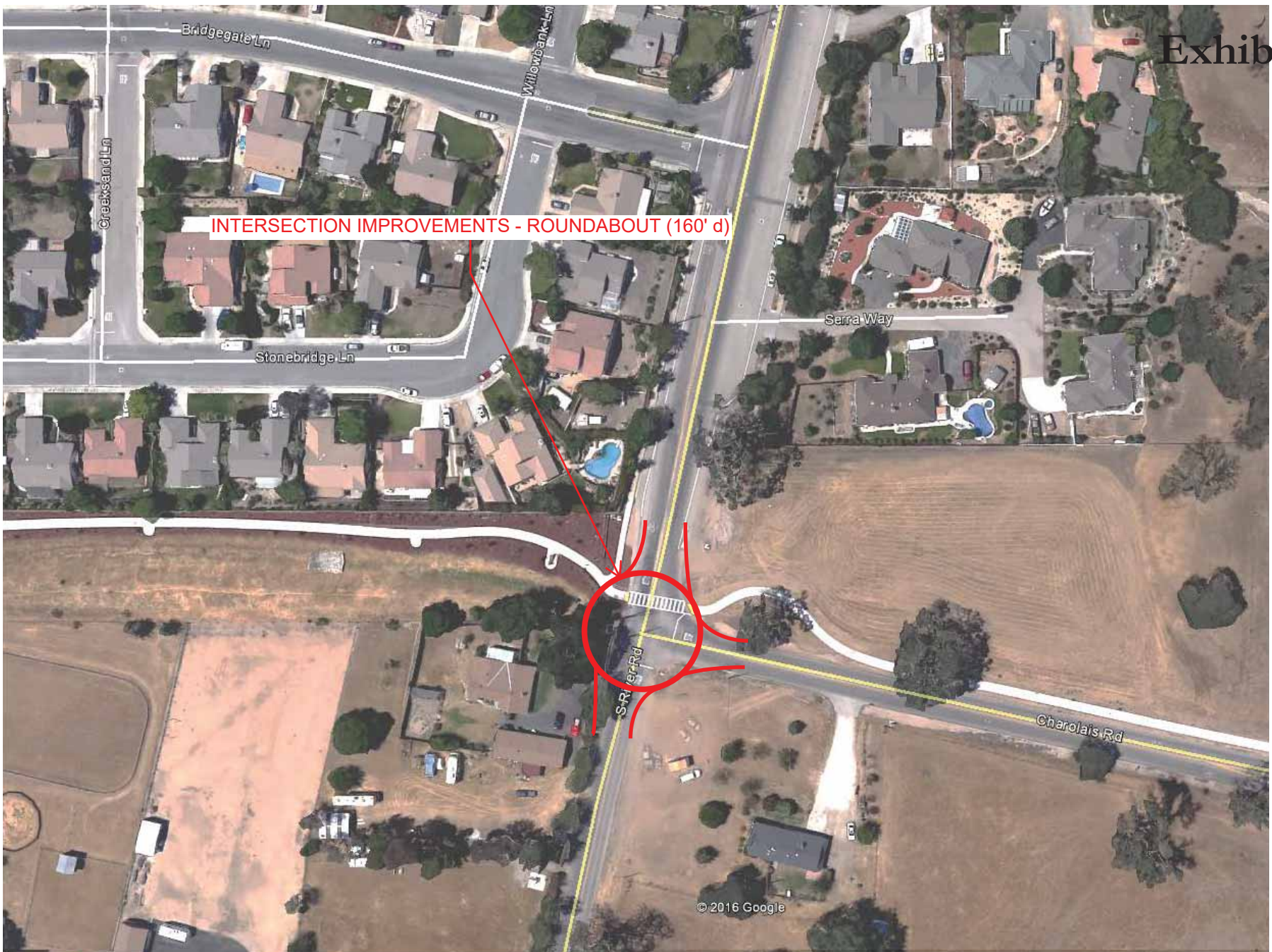
INTERSECTION IMPROVEMENTS - ROUNDABOUT
USE W-TRANS 2006 LAYOUT FOR COST
ESTIMATING PURPOSES

Union Rd & Golden Hill Rd

Ardmore Rd

Google e

7. Union Rd/Golden Hill Roundabout



8. Charolais Rd/S River Rd Roundabout

REMOVE CROSSWALK

INTERSECTION
IMPROVEMENTS
(TRAFFIC CALMING AND
PEDESTRIAN SAFETY)

REMOVE STOP CONTROL
INSTALL HAWK SYSTEM

Creston Rd & Myrtlewood Dr



9. Creston Rd – Myrtlewood to Meadowlark

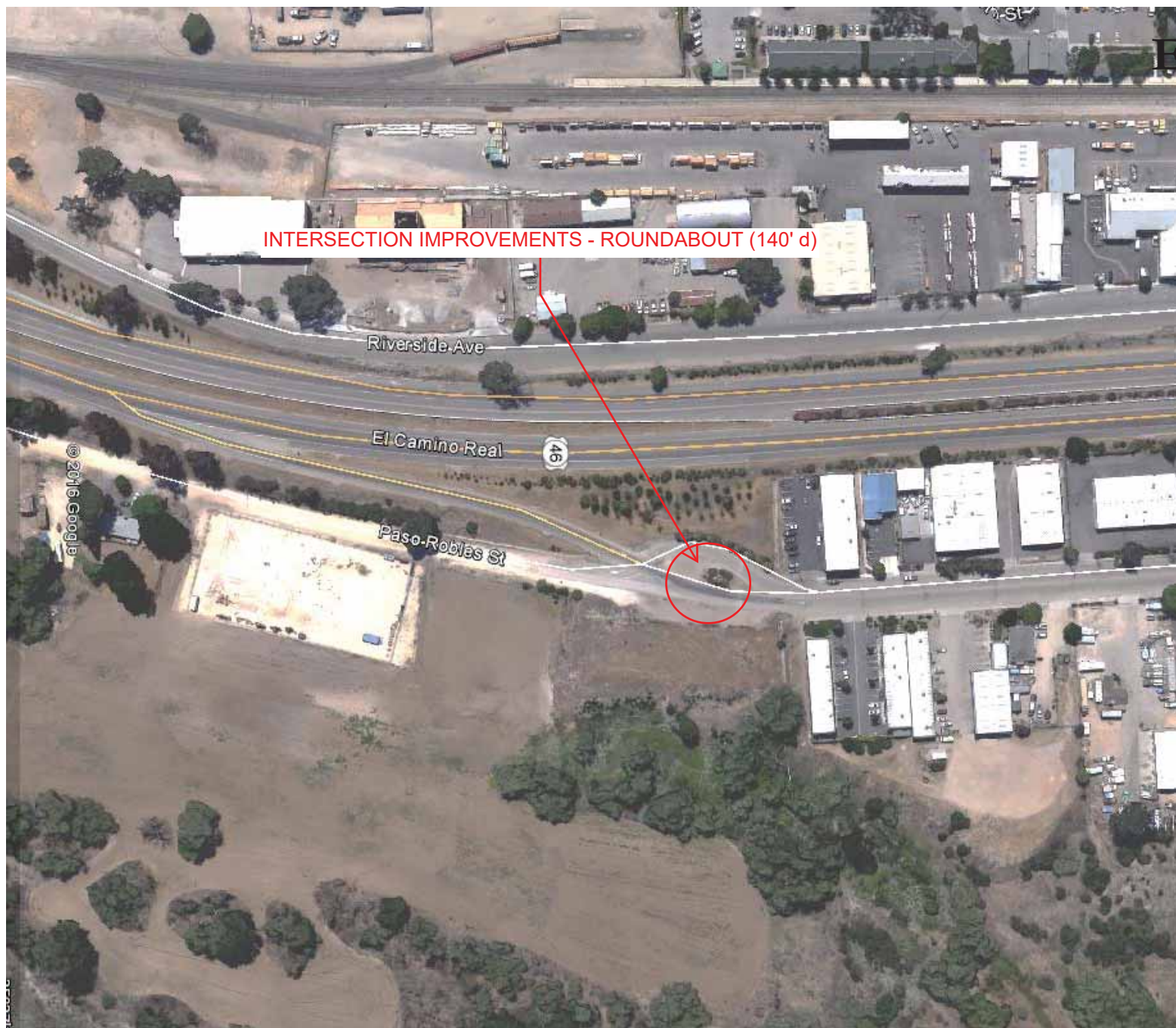


10. Creston Rd – Niblick to Scott



INTERSECTION IMPROVEMENTS

11. 24th/Mountain Spring Rd



INTERSECTION IMPROVEMENTS - ROUNDABOUT (140' d)

Riverside Ave

El Camino Real

Paso Robles St

© 2016 Google

12. Paso Robles St Off-Ramp Roundabout

Project 13- Dry Creek Road

Agenda Item No. 19

Page 443

Google earth

© 2015 Google

WABIRDS
MUSEUM

Ginn's Way

SOFTEN
CURVE
30-35
MPH
DESIGN

Aerotech Center Way

७) गौरीगंगा रोड

1000 ft



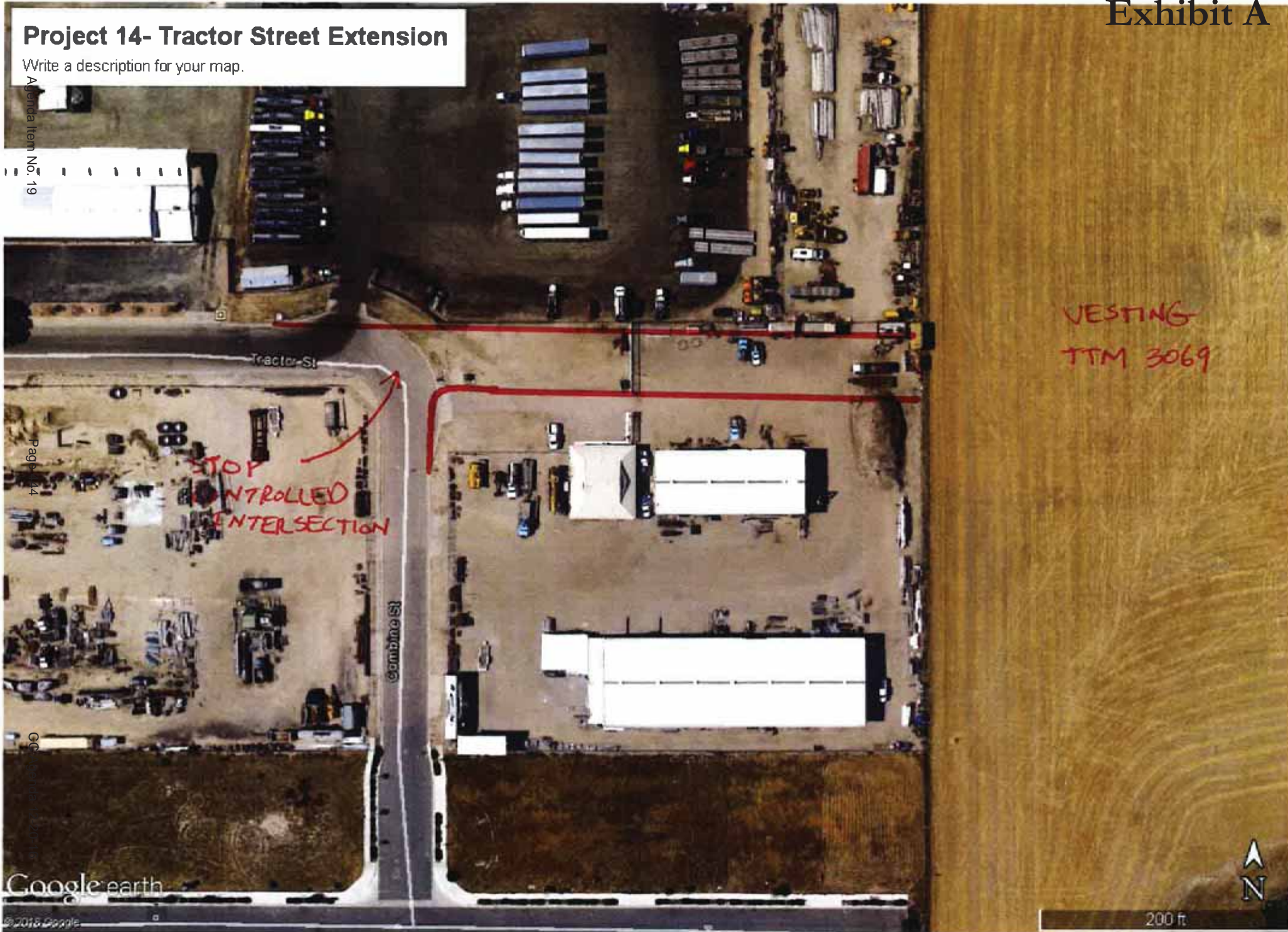
Project 14- Tractor Street Extension

Write a description for your map.

Agenda Item No. 19

Page 144

GC



Project 15- Tractor St/Dallons Dr/Golden Hill Rd Intersection Improvements

Write a description for your map.



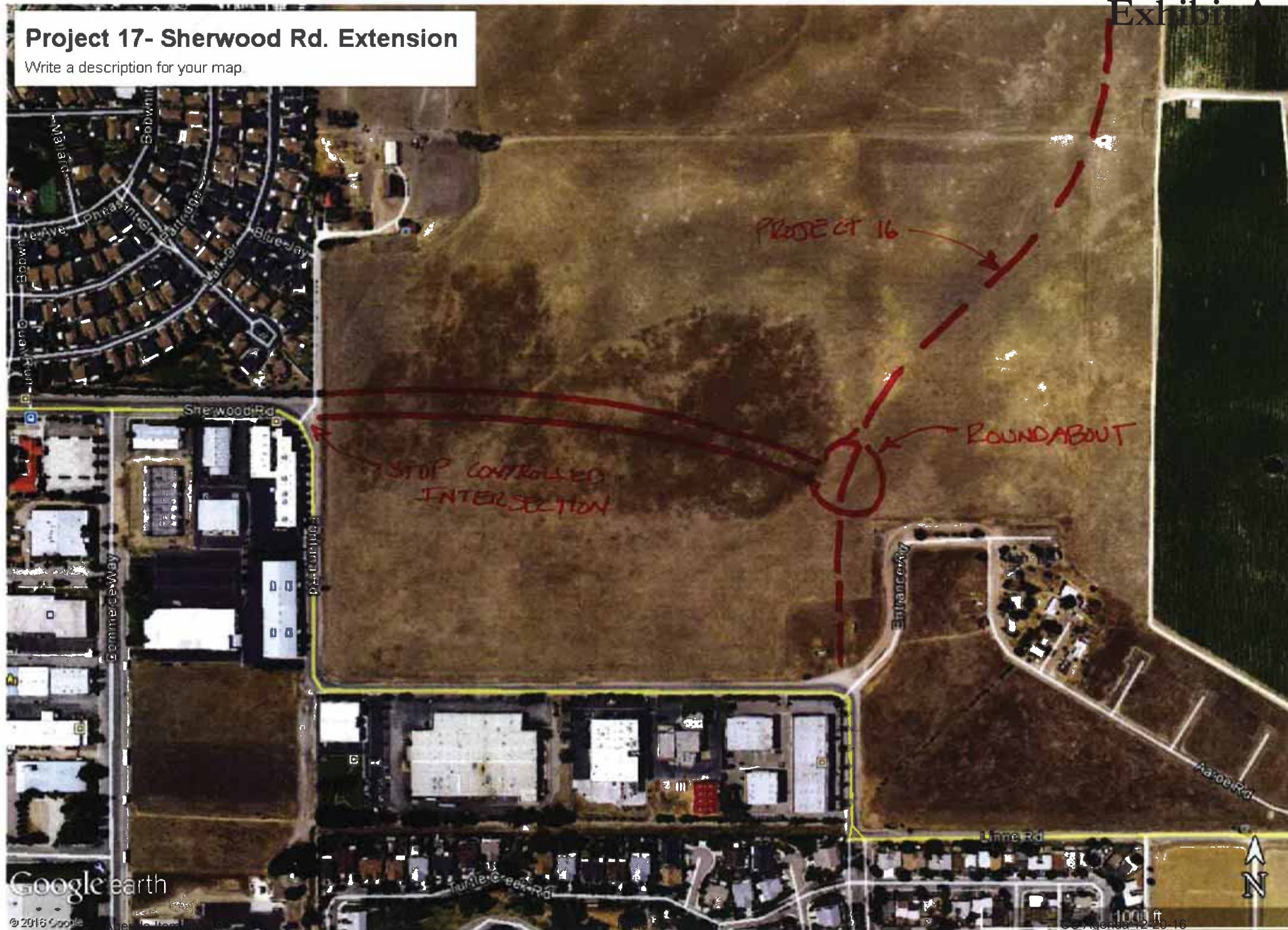
Project 16- Airport Road, Golden Hill Rd to Linne Rd

Write a description for your map.



Project 17- Sherwood Rd. Extension

Write a description for your map



Attachment 4

Draft Resolution C

RESOLUTION 16-xxx

RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF EL PASO DE ROBLES AUTHORIZING A SOLE SOURCE
PROFESSIONAL SERVICES CONTRACT WITH THE WALLACE GROUP
RELATING TO FEASIBILITY OF PERMITTING AND CONSTRUCTING A LOW WATER
("ARIZONA") CROSSING OF THE HUER HUERO CREEK

WHEREAS, at its meeting of August 2, 2016, the City Council adopted Resolution No. 16-103 amending the General Plan to change land uses of the Erskine property from Agriculture to Manufacturing; and

WHEREAS, amenities gained from the Erskine General Plan Amendment include right-of-way dedication of a connecting road from Wisteria Lane over the Huer Huero Creek to Airport Road; and

WHEREAS, at its meeting of September 15, 2016, the City Council viewed a presentation outlining the background and formation of the 2011 Circulation Element of the General Plan, the progress made towards its stated goals, and the potential of eliminating expensive road segments on the Needs List of the Justification Study of the Development Impact Fee program; and

WHEREAS, at its meeting of September 15, 2016 the City Council directed staff to investigate the feasibility of an "Arizona" crossing of the Huer Huero Creek; and

WHEREAS, the Wallace Group has provided a proposal to determine the feasibility of permitting and constructing a low water ("Arizona") crossing of the Huer Huero Creek with connecting road between to Airport Road; and

WHEREAS, the Wallace Group has demonstrated experience with permitting and construction of similar creek crossings in this area; and

WHEREAS, the City's Purchasing Manual provides for the sole source of professional services when it can be determined by the City Council that it is in the best interest of the City to do so.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. All of the above recitals are true and correct and incorporated herein by reference.

Section 2. The City Council hereby approves the contract for engineering consulting services relating to the feasibility of permitting and constructing a low water ("Arizona") crossing of the Huer Huero Creek provided by the Wallace Group in substantially the form attached hereto as Exhibit A, and incorporated herein by reference, and authorize the City Manager to execute the Agreement, subject to any minor, technical, or non-substantive changes as approved by the City Manager and the City Attorney.

Section 3. The City Council appropriates an amount not to exceed \$33,800 with \$13,520 from Water Enterprise Fund xxx; \$13,520 from Sewer Enterprise Fund xxx and \$6,760 from Transportation Impact Fees Fund 213.

Attachment 4

Draft Resolution C

APPROVED this 20th day of December, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Steven W. Martin, Mayor

ATTEST:

Kristen L. Buxkemper, Deputy City Clerk

Exhibit A - Proposal from the Wallace Group 12-6-16



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SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

TRANSMITTAL

Date: December 6, 2016

Project Number: PP16-5947-0915

To: John Falkenstien
City of Paso Robles
1000 Spring Street
Paso Robles, CA 93446

VIA Email

Phone: 805 237-3861
Fax:
Email: jfalkenstien@prcity.com

From: Robert S. Miller, PE C57474
Principal
WALLACE GROUP
612 Clarion Court
San Luis Obispo, CA 93401

Phone: 805 544-4011
Fax: 805 544-4294
Email: RobM@wallacegroup.us

Subject: Proposal for Huer Huero Creek Low Water Crossing

Please find attached our proposal for the above referenced project. If this proposal meets with your approval, please prepare a Service Order for our signature and return to our office, **to the attention of Sybil Regan, Marketing Coordinator**, which will serve as our notice-to-proceed on your project.

Please call me if you have any questions at 805 544-4011.

Thank you.

ATTACHMENT
PP16-5947
Exhibit A
Exhibit B

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us



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GIS SOLUTIONS

WATER RESOURCES

December 6, 2016

John Falkenstien
City of Paso Robles
100 Spring Street
Paso Robles, California 93446

Subject: Huer Huero Creek Low Water Crossing, City of Paso Robles

Dear Mr. Falkenstien:

Wallace Group appreciates the opportunity to provide you with our proposal for preliminary engineering and environmental services for the above referenced project. Based on our discussion, the following Scope of Services has been prepared for your consideration:

PROJECT UNDERSTANDING

The City of Paso Robles (City) would like to evaluate the feasibility of constructing a low water crossing across Huer Huero Creek at the future extension of Justin Way as shown on Vesting Tentative Map 3069. It is our understanding that topographic files in AutoCAD and soils information will be made available by others in support of this work effort.

SCOPE OF SERVICES

Task 1 Site Assessment/Evaluation - \$2,100

Wallace Group will evaluate the site conditions and examine opportunities and constraints for a low water crossing, assess general characteristics of site and compare nearby similar crossings, and review available topographic data and mapping.

Task 2 Alternatives Analysis - \$7,200

Wallace Group will review potential alternatives for low water crossing including at grade unvented ford, vented ford, and low-water bridge (pre-cast structure). Analysis will include a concept layout of each alternative, estimated limits of impacts/grading, and preliminary profile of the crossing. A cost-benefit analysis will be performed for each alternative and a brief summary memorandum will be prepared.

Task 3 Preliminary Design - \$6,500

Based on a City preferred alternative, Wallace Group will prepare a preliminary design of the selected low water crossing. The design will add further detail to the preferred alternative including pipe sizing as appropriate, preliminary thicknesses and dimensions, inlet/outlet treatments, and overall general layout of the crossing.

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us



Task 4 Preliminary Hydraulics Analysis - \$5,400

A preliminary hydraulics analysis will be performed based on the preliminary design in Task 3. The analysis will use existing flow data to evaluate the capacity of the crossing. The analysis does not include any HEC-RAS modeling or overall creek hydraulics but will rather evaluate the hydraulic capacity and general performance of the crossing. While the crossing will not necessarily be designed for a particular design year storm, the maximum conveyance and bypass flows will be evaluated. A brief memorandum with supporting calculations will be prepared and submitted to the City.

Task 5 Environmental Constraints Assessment - \$9,800 (Allowance)

Through a subcontract with an environmental consultant, Wallace Group will evaluate the environmental constraints based on existing reports and knowledge of the area of impact. We will determine necessary permits and preliminary jurisdictional requirements. Work includes coordination with the engineering team and governing agencies as appropriate. We will prepare a summary environmental constraints assessment memorandum. Work does not include biological or other environmental field studies or surveys.

Task 6 Meetings and Consultation - \$2,800

Wallace Group will meet and consult with the City, environmental consultant, and other team members to coordinate design requirements and expectations. A maximum of two (2) City meetings or 16 hours has been allocated for this task.

PROJECT FEES

The project fees are shown allocated by task to indicate our expected distribution of work. However, the task fee allocations are not individual contract limits.

Wallace Group will perform the services denoted in the proposed Scope of Services on a time and materials basis. For budgeting purposes, our preliminary estimate of the fees necessary to perform the Scope of Services is \$33,800. These services will be invoiced monthly on an accrued basis in accordance with the attached Standard Billing Rates (Exhibit A). Reimbursables are included in the time and materials estimated fee amount stated above.

At your request, additional services to the Scope of Services will be performed by Wallace Group following the signature of our Contract Amendment or the initiation of a new contract.

TERMS AND CONDITIONS

In order to convey a clear understanding of the matters related to our mutual responsibilities regarding this proposal, the attached Standard Terms and Conditions (Exhibit B) are considered a part of our proposal agreement. If this proposal meets with your approval, please sign where indicated and return one original to our office, which will serve as our notice-to-proceed.



We want to thank you for this opportunity to present our proposal for professional services. If you would like to discuss this proposal in greater detail, please feel free to contact me or Esau Blanco at (805) 544-4011.

Sincerely,

WALLACE GROUP, a California Corporation

TERMS AND CONDITIONS ACCEPTED:

A handwritten signature in blue ink, appearing to read "R. Miller".

Robert S. Miller, PE C57474
Principal Engineer
612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

Signature

Printed Name

Title

Date

Attachments
hw: PP16-5947, 2014, std
Exhibit A
Exhibit B

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF THIS DOCUMENT.

Exhibit A Standard Billing Rates

Engineering, Design & Support Services:

Assistant Designer/Technician	\$ 65
Designer/Technician I - IV	\$ 70 - \$100
Senior Designer I - III	\$138 - \$148
GIS Technical Specialist	\$130
Senior GIS Technical Specialist	\$145
Associate Engineer I - II	\$ 90 - \$100
Engineer I - IV	\$135 - \$150
Senior Engineer I - III	\$155 - \$170
Director	\$170
Principal Engineer	\$182
Principal	\$190

Support Services:

Office Assistant	\$ 50
Project Assistant I - III	\$ 70 - \$ 86

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$300 an hour. As authorized in advance by the Client, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- delivery/copy services
- sub-consultant services
- mileage (per IRS rates)
- agency fees
- other direct expenses

Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis in accordance with this Fee Schedule. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

Right to Revisions:

Wallace Group reserves the right to revise this Schedule of Fees on an annual basis, personnel classifications may be added as necessary.

Exhibit B
Standard Terms and Conditions
Wallace Group Proposal No. PP16-5947
Contract Agreement Date: December 6, 2016

CLIENT: CITY OF PASO ROBLES
1000 Spring Street, Paso Robles, California 93446

CONSULTANT: WALLACE GROUP, A CALIFORNIA CORPORATION
612 Clarion Court, San Luis Obispo, California 93401

CLIENT and CONSULTANT agree that these Standard Terms and Conditions, comprised of pages 1 through 6, and the associated written Scope of Services and budget constitute the entire Agreement between the CLIENT and the CONSULTANT. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the CLIENT and the CONSULTANT.

ARTICLE 1. GENERAL PROVISIONS

1.1 Preamble

This Agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the CLIENT and the CONSULTANT, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and each will cooperate in the common endeavor of the contract.

1.2 Governing Law and Jurisdiction

The CLIENT and the CONSULTANT agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of California. It is further agreed that any legal action between the CLIENT and the CONSULTANT arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in San Luis Obispo, California.

1.3 Precedence of Conditions

Should any conflict exist between the terms herein and the form of any purchase order or confirmation issued, the Terms and Conditions herein shall prevail in the absence of CONSULTANT'S express written consent of others conditions.

1.4 Standard of Care

In providing services under this Agreement, the CONSULTANT will endeavor to perform said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

1.5 Corporate Protection

It is intended by the parties to this Agreement that the CONSULTANT'S services in connection with the Project shall not subject the CONSULTANT'S individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a California corporation, and not against any of the CONSULTANT'S individual employees, officers or directors.

1.6 Confidentiality

The CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than the CONSULTANT'S employees, Subconsultants and the general Contractor and Subcontractors, if appropriate, any data or information not previously known to and generated by the CONSULTANT or furnished to the CONSULTANT and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the CONSULTANT to defend itself from any legal action or claim.

1.7 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and CONSULTANT agree to require a similar provision in all contracts with Contractors, Subcontractors, Subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

1.8 Timeliness of Performance

The CLIENT and CONSULTANT are aware that many factors outside the CONSULTANT'S control may affect the CONSULTANT'S ability to complete the services to be provided under this Agreement. The CONSULTANT will perform these services with reasonable diligence and expediency consistent with sound professional practices.

1.9 Severability

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

1.10 Survival

Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

1.11 Statutes of Repose and Limitation

All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the CONSULTANT'S services are completed or terminated.

1.12 Defects in Service

The CLIENT shall promptly report to the CONSULTANT any defects or suspected defects in the CONSULTANT'S services of which the CLIENT becomes aware, so that the CONSULTANT may take measures to minimize the consequences of such a defect. The CLIENT further agrees to impose a similar notification requirement on all Contractors in its CLIENT/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the CLIENT and the CLIENT'S Contractors or Subcontractors to notify the CONSULTANT shall relieve the CONSULTANT of the costs or remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

1.13 Jobsite Safety

Neither the professional activities of the CONSULTANT, nor the presence of the CONSULTANT or its employees or Subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, constructions means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with contract documents and any health or safety precautions required by any regulatory agencies. The CONSULTANT and its personnel have no authority to exercise any control over any construction Contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT'S contract with the General Contractor. The CLIENT also agrees that the CLIENT, the CONSULTANT and the CONSULTANT'S Subconsultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor's policies of general liability insurance.

1.14 Assignment: Subcontracting

Neither CLIENT nor CONSULTANT shall assign its interest in this agreement without the written consent of the other. CONSULTANT may not subcontract any portion of the work to be performed hereunder without such consent.

1.15 Force Majeure

Any delay or default in the performance of any obligation of CONSULTANT under this agreement resulting from any cause(s) beyond CONSULTANT'S reasonable control shall not be deemed a breach of this agreement. The occurrence of any such event shall suspend the obligations of CONSULTANT as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

1.16 Disputes

(a) Notwithstanding any other provision of this Agreement and except for the provisions of (b) and (c), if a dispute arises regarding CONSULTANT'S fees pursuant to this contract, and if the fee dispute cannot be settled by discussions between CLIENT and CONSULTANT, both the CLIENT and CONSULTANT agree to attempt to settle the fee dispute by mediation through the American Arbitration Association (or other mediation service) before recourse to arbitration. If mediation does not resolve the fee dispute, such dispute shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

(b) Subdivision (a) does not preclude or limit CONSULTANT'S right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) does not preclude or limit CONSULTANT'S right to elect to perfect or enforce applicable mechanics lien remedies.

1.17 Attorneys' Fees

In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

1.18 Services by CLIENT

CLIENT shall pay all other charges not specifically covered by the terms of this agreement, unless specifically included in the Scope of Services. The CLIENT shall furnish, at the CLIENT'S expense, all information required by this Agreement. The CONSULTANT may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

1.19 Retention

If any portion of CONSULTANT'S fee is held in retention, such amount shall be released within thirty days after invoicing for completion of corresponding services. Interest shall be paid at the rate of 1.5% per month on any retention amounts not paid within this thirty-day period.

ARTICLE 2. DEFINITIONS

2.1 Burdened Labor Costs

Burdened labor costs shown on the Standard Billing Rates include payroll taxes, worker's compensation insurance, and other overhead costs applicable to the typical standard of care.

2.2 Direct Expenses

Expenditures made by the CONSULTANT, its employees or its Subconsultants in the interest of the Project. Applicable reimbursable direct expenses are defined on the Standard Billing Rates.

ARTICLE 3. COMPENSATION

3.1 Payment Due

Invoices shall be submitted by the CONSULTANT monthly, are due upon presentation and shall be considered past due if not paid in full within thirty (30) days of the invoice date.

3.2 Interest

If payment in full is not received by the CONSULTANT within thirty (30) calendar days of the invoice date, the invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

3.3 Collection Costs

If the CLIENT fails to make payments when due and the CONSULTANT incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to the CONSULTANT. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable CONSULTANT staff costs at Standard Billing Rates for the CONSULTANT'S time spent in efforts to collect. This obligation of the CLIENT to pay the CONSULTANT'S collection costs shall survive the term of this Agreement or any earlier termination by either party.

3.4 Termination or Suspension of Services

This agreement may be terminated or suspended by either party effective seven (7) days from the date of written notice, or if the CLIENT suspends the work for three (3) months. Upon receipt of a notice of termination or suspension, CONSULTANT will stop or suspend its work and provide same direction for the work of all its Subcontractors and suppliers. Failure of CLIENT to make payments when due shall be cause for suspension of services or ultimately, termination, unless and until CONSULTANT has been paid in full all amounts due for services, expenses and other approved related charges. CONSULTANT shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension or termination caused by any breach of this Agreement by the CLIENT. Upon payment-in-full by the CLIENT, CONSULTANT shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any reasonable time and expense necessary for the CONSULTANT to resume performance.

3.5 Retention Discounts

Payment of invoices shall not be subject to any discounts or retention by the CLIENT, unless agreed to in writing by the CONSULTANT. Payment to the CONSULTANT for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

3.6 Satisfaction with Services

Payment of any invoice by the CLIENT to the CONSULTANT shall be taken to mean that the CLIENT is satisfied with the CONSULTANT'S services to the date of payment and is not aware of any deficiencies in those services.

3.7 Disputed Invoices

If the CLIENT objects to any portion of any invoice, the CLIENT shall so notify the CONSULTANT in writing within ten (10) days of receipt of the invoice. The CLIENT shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within thirty (30) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within forty-five (45) calendar days in

accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the CLIENT on all disputed invoice amounts that are subsequently resolved in the CONSULTANT'S favor and shall be calculated on the unpaid balance from the invoice date.

3.8 Payments to the CONSULTANT

Payments to the CONSULTANT shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the CLIENT of offsetting reimbursement or credit from other parties who may have caused additional services or expenses. No withholdings, deductions or offsets shall be made from the CONSULTANT'S compensation for any reason unless the CONSULTANT has been found to be legally liable for such amounts.

3.9 Advance Payment: Withholding Work Product

CONSULTANT reserves the right to require payment in advance for work estimated to be done during a given billing period. CONSULTANT, without any liability to CLIENT, reserves the right to withhold any services and work products herein contemplated pending payment of CLIENT'S outstanding indebtedness or advance payment as required by CONSULTANT. Where work is performed on a reimbursable basis, budget may be increased by amendment to complete the Scope of Services. CONSULTANT is not obligated to provide services in excess of the authorized budget.

ARTICLE 4. SERVICES, ADDITIONAL SERVICES, AND AMENDMENTS

4.1 Definitions

Services and work products not expressly included with those specified in this agreement, as determined by CONSULTANT, are not covered by this agreement. Such services and work products will be provided only upon compliance with the procedures set forth in Article 4.5 of this Agreement.

4.2 Services During Construction

Any construction inspection or testing provided by CONSULTANT is for the purpose of determining the Contractor's compliance with the functional provisions of the project specifications only. CONSULTANT in no way guarantees or insures Contractor's work nor assumes responsibility for methods or appliances used by the Contractor for job site safety or for Contractor's compliance with laws and regulations. CLIENT agrees that in accordance with generally accepted construction practices the construction Contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project including safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours.

4.3 Soil Testing

CONSULTANT makes no representations concerning soil conditions, and is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing. It is the CLIENT'S responsibility to obtain a soils report upon which report CONSULTANT can rely.

4.4 Opinion of Probable Construction Costs

In providing opinions of probable construction cost, the CLIENT understands that the CONSULTANT has no control over cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the CONSULTANT'S opinions of probable construction costs are made on the basis of the CONSULTANT'S professional judgment and experience. CONSULTANT makes no warranty, express or implied, that bids or negotiated cost of the Work will not vary from the CONSULTANT'S opinion of probable construction cost.

4.5 Additional Services

Additional services or work products requiring an adjustment of CONSULTANT'S original estimated budget or fixed fee will be provided at CLIENT'S request upon execution of a written amendment to this agreement expressly referring to the same and signed by both parties.

ARTICLE 5. TERMINATION OF AGREEMENT

5.1 Due to Default

This agreement may be terminated by either party upon seven (7) days written notice should the other party fail to substantially perform in accordance with this agreement through no fault of the party initiating the termination.

5.2 Without Cause

This agreement may be terminated by CLIENT upon at least fourteen (14) days written notice to CONSULTANT in the event that the project is abandoned.

5.3 Termination Adjustment: Payment

If this agreement is terminated through no fault of the CONSULTANT, CONSULTANT shall be paid for services performed and costs incurred to the termination notice date, including reimbursable expenses due, plus an additional amount not to exceed ten percent (10%) of charges incurred to the termination notice date to cover services to orderly close the work and prepare project files and documentation, plus any additional direct expenses incurred by CONSULTANT including but limited to cancellation fees or charges. CONSULTANT will use reasonable efforts to minimize such additional charges.

ARTICLE 6. LIMITATION OF LIABILITY: WAIVER: WARRANTY

6.1 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the CONSULTANT to the CLIENT shall not exceed \$50,000.00, or the CONSULTANT'S total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

6.2 Contractor and Subcontractor Claims

The CLIENT further agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT and the CONSULTANT'S officers, directors, partners, employees and Subconsultants to all construction Contractors and Subcontractors on the Project for any and all claims, losses, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the CONSULTANT and the CONSULTANT'S Subconsultants to all those named shall not exceed \$50,000.00, or the CONSULTANT'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

6.3 Warranty

CONSULTANT makes no warranty, either express or implied, as to CONSULTANT'S findings, recommendations, specifications, or professional advice, except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance.

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the CONSULTANT are revealed, to the extent that they affect the Scope of Services, compensation, schedule, allocation of risks or other material terms of this Agreement, the CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The CONSULTANT shall notify the CLIENT of the changed conditions necessitating renegotiation, and the CONSULTANT and the CLIENT shall promptly and in good faith enter into renegotiations of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination Provision hereof.

If the Scope of Services pursuant to this agreement does not include on-site construction review, construction management, or other construction supervision for this project, or if subsequent to this agreement CLIENT retains other persons or entities to provide such services, CLIENT acknowledges that such services will be performed by others and CLIENT will defend, indemnify and hold CONSULTANT harmless from any and all claims arising from or resulting from the performance of such services by other persons or entities except claims caused by the sole negligence or willful misconduct of CONSULTANT; and from any and all claims arising from or resulting from clarifications, adjustments, modifications, discrepancies or other changes necessary to reflect changed field or other conditions, except claims caused by the sole negligence or willful misconduct of CONSULTANT.

6.4 Interpretation

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary responsibility, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by the CONSULTANT'S sole or gross negligence or the CONSULTANT'S willful misconduct. The parties also agree that the CLIENT will not seek damages in excess of the contractually agreed-upon limitations directly or indirectly through suites against other parties who may join the CONSULTANT as a third-party defendant. "Parties" means the CLIENT and the CONSULTANT, and their officers, directors, partners, employees, Subcontractors and Subconsultants.

6.5 Delays

The CLIENT agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT'S control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the CLIENT of the CLIENT'S Contractors or CONSULTANT'S; or discovery of any hazardous substances or differing site conditions.

ARTICLE 7. HAZARDOUS WASTE MATERIALS

7.1 Liability

CONSULTANT hereby states and CLIENT hereby acknowledges that CONSULTANT has no professional liability insurance for claims arising out of the performance of or failure to perform professional services, including, but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing substances including, but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as

would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Accordingly, the CLIENT hereby agrees to bring no claim for negligence, breach of contract indemnity or otherwise against the CONSULTANT, its principals, employees, and agents if such claim, in any way, would involve the CONSULTANT'S services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous waste materials. CLIENT further agrees to defend, indemnify and hold harmless CONSULTANT, its officers, directors, principals, employees and agents from any asbestos and/or hazardous waste material related claims that may be brought by third parties as a result of the services provided by the CONSULTANT pursuant to this agreement except claims caused by the sole negligence or willful misconduct of the CONSULTANT.

ARTICLE 8. OWNERSHIP AND REUSE OF DOCUMENTS

8.1 CONSULTANT Ownership

All original papers, documents, drawings, electronic media and other work product of CONSULTANT, and copies thereof, produced by CONSULTANT pursuant to this agreement shall remain the property of CONSULTANT and may be used by CONSULTANT without the consent of CLIENT. Upon request and payment of the costs involved, CLIENT is entitled to a copy of all papers, documents and drawings provided CLIENT'S account is paid current.

8.2 Document Reuse

In the event the CLIENT, the CLIENT'S Contractors or Subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans specifications or other construction documents prepared by the CONSULTANT without obtaining the CONSULTANT'S prior written consent, the CLIENT shall assume full responsibility for the results of such changes. Therefore the CLIENT agrees to waive any claim against the CONSULTANT and to release the CONSULTANT from any liability arising directly or indirectly from such changes. In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. In addition, the CLIENT agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any Subcontractors of any tier from making any changes or modifications to the CONSULTANT'S construction documents without the prior written approval of the CONSULTANT and further requires the Contractor to indemnify both the CONSULTANT and the CLIENT from any liability or cost arising from such changes made without proper authorization.

8.3 Electronic Media Alteration and Reuse

Because CADD information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, CONSULTANT reserves the right to remove all indicia of its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by CONSULTANT in CADD form only for information and use by CLIENT for the specific purpose for which CONSULTANT was engaged. Said materials shall not be used by CLIENT, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended by CONSULTANT without CONSULTANT'S express written permission. Unauthorized modification or reuse of the materials shall be at CLIENT'S sole risk, and CLIENT agrees to defend, indemnify, and hold CONSULTANT harmless, from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized modification or use of these materials.

Attachment 5

Draft Resolution D

RESOLUTION 16-xxx

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES AUTHORIZING AN UPDATE OF THE BICYCLE MASTER PLAN

WHEREAS, the Bicycle Master Plan was adopted in 2009. The Plan has served as a guide to where bike improvement are planned and implemented and has been a catalyst for funding of street improvements; and

WHEREAS, the Bicycle Master Plan needs to be updated as several key projects have been completed and others must be re-evaluated for feasibility; and

WHEREAS, the current Bicycle Master Plan does not include an assessment of need of, or plan of pedestrian facilities. Pedestrian facilities are needed for better access to schools are parks; and

WHEREAS, encouraging students to walk and ride their bikes to school has been demonstrated to reduce traffic congestion and promote public health; and

WHEREAS, the City Council included funds to update the Bicycle Master Plan in the 2016-17 budget; and

WHEREAS, bicycle and pedestrian facilities are a component of the Needs List of the Transportation Section of the Development Impact Fee program. An updated Bicycle Master Plan will be an essential resource of an updated Fee program.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. All of the above recitals are true and correct and incorporated herein by reference.

Section 2. The City Council hereby direct the Community Development Director to issue Requests for Proposals for preparation of a Bicycle and Pedestrian Master Plan with a budget of not to exceed \$50,000.

APPROVED this 6th day of December, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Steven W. Martin, Mayor

Kristen L. Buxkemper, Deputy City Clerk