

TO: JAMES L. APP, CITY MANAGER

FROM: RON WHISENAND, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: CITY GATEWAY DESIGN STANDARDS CONSULTANT SELECTION  
AND BUDGET REQUEST

DATE: JUNE 20, 2006

Needs: For the City Council to consider awarding a contract and allocating funds to prepare Gateway Design Standards.

- Facts:
1. On April 18, 2006 the City Council indicated their desire for community Gateway Standards and directed staff to obtain the services of a qualified design professional to prepare them.
  2. Development at the City's gateways require special attention to design, and sensitivity to the surrounding landscape to ensure that it presents an attractive, welcoming image of the City.
  3. The 2003 General Plan includes many goals, policies and actions that encourage upgrading and enhancing the City's visual resources, specifically visual gateways, resources, and corridors. It also supports enhancing the City's image and identity, and promotes architectural and design excellence.
  4. The 2006 Paso Robles Economic Strategy includes statements and actions that recognize the linkage between having an attractive, distinctive community with a strong sense of place, as part of an integrated strategy to attract investment in the community and promote economic development.
  5. The Chandler Ranch Area Specific Plan (CRASP) contains two commercial properties that front on Highway 46 East at the City's eastern gateway. Standards for these properties are needed before the Specific Plan is acted upon.
  6. Staff has received a proposal from a qualified professional design team that includes a detailed Scope of Work, implementation strategy, budget, and schedule to prepare this study.

Analysis  
and

Conclusion: The City Council expressed a desire at the April 18<sup>th</sup> Council meeting to ensure that future development of the City's key gateway entrances is carefully designed with specific standards tailored to maintain, upgrade and/or enhance the visual quality of those entry points. As discussed above, Council's direction is supported by various policies in the City's General Plan and Economic Strategy. A summary of those policies is attached for Council's reference.

Staff was directed and authorized by the City Council to solicit a proposal from a qualified design professional to prepare Gateway Design Standards for City gateways and the CRASP commercial properties on Highway 46 East. The City received a proposal from a design team with expertise and experience in preparing this type project. The design team includes principals, David Sargent and Paul Crawford, FAICP, from the firms of HDR Town Planning and Crawford Multari & Clark Associates.

The Scope of Work in the proposal for the citywide gateway study is divided into three distinct phases: 1) data collection/site analysis; 2) development of gateway standards; and 3) an implementation strategy. The points of Council involvement in Phase 1 includes receiving a power point presentation on precedent studies and a summary of opportunities and constraints. Phase 2 involvement includes another presentation that includes identification of key gateway areas (as noted in the Open Space Element of the General Plan in addition to other potential locations), 3D visual simulations of gateway designs, proposed gateway standards and form based codes for the gateways. Lastly, the Council would be requested to consider different options for implementation of the standards and codes presented.

As a related, but separate work scope item, the design team proposes to conduct a peer review of the design standards for the CRASP. Peer review will be helpful for staff and the Council in order to ensure that build out of the CRASP will meet community design objectives. This review will be forwarded to staff and the Council to use in assessment of the CRASP design criteria.

The proposed budget to prepare this project is \$60,000. The consultants estimate this work effort will take up to three months from start up date to completion.

Fiscal

Impacts: The proposed project is estimated to not exceed \$60,000. The funding may be allocated from the General Fund. A portion of the funding needed, the CRASP peer review (\$7,500), would be reimbursed through Specific Plan fees.

The two year budget/four-year financial plan adopted by the Council on June 7, 2005 projected that the General Fund would experience a \$(200) operating deficit for fiscal year 2006. Since that presentation, the Council has approved the following additional General Fund “net” budget appropriations:

Reso 05-218 Carry-over Requests	\$753,800
Reso 05-146 Heavy Rescue Vehicle	10,000
Reso 05-163 Preparation of CFD	15,200
Reso 05-168 Landfill Engineering	125,000
Reso 05-183 Library Tech Grant	2,900
Reso 05-186 AB1600 Fee Update	47,500
Reso 05-195 Additional ADA Study Cost	9,300
Reso 05-203 Cost Allocation Software	1,500
Reso 05-243 IT Office Space Lease	13,200
Reso 05-261 Sherwood Park Upgrade (Tran)	124,000
Reso 05-247 Landfill Property Acquisition	69,400
Reso 06-005 Traffic Safety Grant Materials	8,400
Reso 06-007 High School Parking Lot	85,600
Reso 06-022 High School Parking Lot	12,000
Reso 06-070 GASB 45 Implementation	10,000
Reso 06-089 Sherwood Park Upgrade (Tran)	<u>61,200</u>
 Total YTD	 \$1,349,000
 Less Revenue Offsets	 (10,000)
	(125,000)
	(2,900)
	(240,000)
	(120,500)
	(118,500)
	<u>(8,400)</u>
	<u>(625,300)</u>
 Total Net New Appropriations YTD	 <u>\$ 723,700</u>

These additional appropriations, net of revenues, would increase the *budgeted* deficit from \$(200) to \$(723,900). However, the mid-year budget report projected that revenue collections would surpass original budget projections resulting in a positive year end result of \$339,500. New appropriation approvals since the mid-year budget report have reduced the projected positive result to \$256,300. Thus, this request would further reduce the positive result by an additional \$60,000.

Options:

- a. Adopt the attached Resolution appropriating \$60,000 from General Fund reserves to budget Account No.100-710-5224-301 for this project.
- b. Amend, modify, or reject the above option.

Report prepared by Susan DeCarli, City Planner.

Attachments:

- 1 – General Plan and Economic Strategy Policies
- 2 - Consultant Proposal for Gateway Design Standards
- 3 - Resolution

## **General Plan Policies**

### *Land Use Element:*

- Goal LU-2: Image/Identity. Maintain/enhance the City's image/identity.
- Policy LU-2B: Visual Identity. Promote architectural and design excellence by imposing stringent design and construction standards for commercial, industrial, mixed-use, and multi-family projects.
- Action Item 2. Adopt design standards to clearly articulate how important public views, gateways and landmarks (as shown on Figure CE-3) are to be maintained/enhance. This is to include but not be limited to:
  - Enhancing views along highways, roads, streets, rail corridors with landscaping, building setbacks, enhanced architecture and signage/monuments.
  - Ensuring that residential building lots are of sufficient size to preserve the topographic and aesthetic features of the landscape.

### *Conservation Element:*

- Goal C-5: Visual Resources. Enhance/upgrade the City's appearance.
- Policy C-5A: Visual Gateways and Landmarks. Identify important visual resources: gateways, corridors, major arterials, natural/open space areas, as show on Table C-1 and Figure C-3.

### *Open Space Element:*

- Action Item 4. Review development projects to ensure they complement the natural environment and agricultural lands, as applicable, in their location and design.

## **Economic Strategy**

- Distinctive Communities: Having a distinctive identity will help communities create a quality of life that is attractive for business retention, future residents and private investment. Community economic development efforts should help to create and preserve the community's sense of uniqueness, attractiveness, history, cultural and social diversity, and include public gathering places and a strong local sense of place.
- Built, natural and social environment. Improve overall quality of built form (design/architecture).

- Place. Improve quality of place to attract investment and knowledge workers, stimulate investment by establishing distinctive, quality, stable, safe, and sustainable physical improvements and attractions that welcome industry, commerce, tourism, employment, and wealth necessary to maintain and enhance quality of life.
- Develop distinctive design standards and invest in design excellence: to create inspiring and memorable places; emphasize the appearance and qualities of the public realm; create streetscapes, pathways, and public spaces of beauty, interest, and functional benefit to pedestrians.

**PASO ROBLES GATEWAYS - DRAFT ESTIMATE**

<b>Tasks</b>	<b>Hours</b>	<b>Average\$/hour</b>	<b>Cost</b>
Task 1.1 Site Reconnaissance & Data Collection	32	\$150	\$4,800
Task 1.2 Base Map Preparation	24	\$100	\$2,400
Task 1.3 Precedents Studies	24	\$100	\$2,400
Task 1.4 Summary of Opportunities and Constraints	32	\$125	\$4,000
Task 2.1 Identification of key gateway areas	16	\$125	\$2,000
Task 2.2 Design Studies - Gateway Standards	80	\$125	\$10,000
Task 2.3 Presentation to City Staff for review and approval	16	\$175	\$2,800
Task 2.4 Preparation of Gateway Standard Guidelines	80	\$125	\$10,000
Task 2.5 Development of a form based code for gateway standards	80	\$125	\$10,000
Task 3.1 Development of an implementation strategy	16	\$175	\$2,800
<b>sub-TOTAL</b>	<b>400</b>		<b>\$51,200</b>
Chandler Ranch Specific Plan Peer review	60	\$125	\$7,500
<b>SUB-TOTAL</b>	<b>460</b>		<b>\$58,700</b>
Estimated Expenses(3 trips+report's production)			\$1,300
<b>TOTAL</b>			<b>\$60,000</b>



June 9<sup>th</sup> 2006

Mr. Ron Whisenand  
Ms. Susan De Carli  
City of Paso Robles  
1000 Spring Street  
Paso Robles, CA 93446  
T: (805) 237-3970  
F: (805) 238-4704

RE: **Proposal for Professional Services:** General Gateway Design Standards and Peer Review of Chandler Ranch Specific Plan.

Dear Ron and Susan,

Upon your request and our recent conference call conversation, we are sending you a proposal for professional services that our combined firms, HDR Town Planning and Crawford Multari & Clark Associates (the consultant) will provide to the City of Paso Robles (Client), for:

Gateway Design Standards for the City  
Peer Review of the Chandler Ranch Specific Plan

**A. GATEWAY DESIGN STANDARDS**

***Background***

Based on our discussion, and a preliminary review of documentation provided to us by Susan DeCarli from the City, we understand the project to be the preparation of 'Gateway' design Standards for the major entry routes to the city. Using a form-based code approach, these Standards will address land use standards and landscape treatment.

***Definition of the project***

The Gateway Design Standards will provide a framework with "general" development parameters for all of the commercial designated areas that will be identified by the City. These development parameters may include:

Establishment of building form, roof articulation and architectural standards;  
Landscape standards that take into account the unique topographic characteristics of the site;  
Design standards that address civil engineering structures, such as grade separated interchange;  
Signs  
Site planning (i.e. building placements, parking)  
Appropriate land Uses  
View corridors  
Lighting

## ***Approach – Scope of Work***

The proposed work program is organized into three distinct phases. They are as follow:

Phase 1: Data Collection / Site Analysis  
Phase 2: Development of Gateway Standards  
Phase 3: Implementation Strategy

Each phase will result in a decision-making presentation/workshop/report in which staff of the City of Paso Robles provides critical input that will shape the subsequent phase of the work process.

### **PHASE 1: DATA COLLECTION / SITE ANALYSIS**

#### **Task 1.1 Site Reconnaissance & Data Collection**

In addition to an in-depth on-site reconnaissance, along with an identification of all gateway areas to be studied, the consultant team will review any pertinent planning information related to existing and proposed development located within or along the gateway corridors, including vehicular and pedestrian access requirements and any development parameters pertaining to the sites selected for the gateway study. This analysis will include an understanding of the following:

*Landforms and features.* Slopes, ridges and drainage will be reviewed and evaluated in terms of their potentials as structuring elements.

*Planning considerations.* Planning considerations affecting the gateway areas. These will include:

Allowable land uses and maximum allowable site coverage.  
Maximum allowable height and required setbacks;  
Other relevant information

*Rights of ways and easements.* Rights of way and easements will, be reviewed and mapped, based on information received from the City staff.

*Circulation Access, Parking Requirements;*

**Deliverable: The Site Reconnaissance and Data Collection will result in a working document that will outline the existing physical condition of the various gateway areas, and any applicable planning requirements. The information will be presented with maps, diagrams, and photos.**

***Budget: \$4,800***

#### **Task 1.2 Base Map Preparation**

Base map for the various gateway sites will be prepared utilizing base information available from the City and from aerial topographic maps available. The base maps will be prepared in a digital format in Autodesk AutoCAD 2005.

***Budget: \$2,400***

### **Task 1.3      Precedents Studies**

The consultant team will review and summarize precedents for creating strong urban gateways presenting how this has been achieved in recent history, in the United States and abroad. The precedents will cover a wide spectrum of gateway types, from highway frontage to entry areas into a specific development and will highlight the importance of landscape, land uses, signs, parking, art, graphics, building forms, and an overall consistent treatment with specific examples.

Deliverable: **Power Point Presentation**

**Budget:** \$2,400

### **Task 1.4      Summary of Opportunities and Constraints**

Information gathered in the above tasks and provided by the City of Paso Robles staff will be synthesized in a series of interpretative maps and a memo summarizing key opportunities for – and constraints to – development of appropriate gateways for the sites.

Deliverable: **Report + Power Point Presentation**

**Budget:** \$ 4,000

## **PHASE 2:      DEVELOPMENT OF GATEWAY STANDARDS**

### **Task 2.1: Identification of key gateway areas**

Working with staff from the City, the consultant will identify the gateways areas within the City of Paso Robles where those standards will be applicable. The various gateways will be characterized and catalogued into types. It is anticipated that the standards that will be developed for these areas should be adaptable to other sites with similar physical and development characteristics. In addition, the gateway design guidelines will provide an opportunity to unify or differentiate these important sites.

A preliminary identification of location for potential gateways to the City, as identified by the staff of the City, are:

Highway 46 East corridor from the eastern City limits to Highway 101,  
the Highway 101 corridor,  
Highway 46 West to Highway 101,  
North Spring Street,  
24th Street from Lake Nacimiento Drive to Highway 101,  
Union Road at the eastern edge of the City,  
Creston Road at the southeast corner of the City,  
South River Road,  
Spring Street  
Niblick Road  
Paso Robles Street,  
The 16th Street Exit, and  
South Vine Street.

Each of the locations will be documented with photos, and a base map, and will be catalogued into categories.

Deliverable: **CADD Base maps + summary report.**

**Budget:** \$2,000

### **Task 2.2 Design Studies - Gateway Standards**

The Consultants will develop several gateway standards options for selected key areas that may become prototypical for a specific category. These prototypical designs will highlight different site conditions and will offer specific solution addressing the characteristics of each location. The standards will be illustrated with plans, elevations and computer photo simulation.

Deliverable: **3D visual simulations of gateway designs + summary report.**

**Budget:** \$10,000

### **Task 2.3 Presentation to City Staff for review and approval.**

The Consultant team will present the prototypical gateway designs to the City staff, and the Council Ad Hoc Committee, for review, discussion and approval. This process will enable the consultant team to refine the design solutions and to develop a draft 'form-based code' that may be applied to all gateway areas.

Deliverable: **Power Point Presentation.**

**Budget:** \$2,800

### **Task 2.4 Preparation of Gateway Standards**

The design concepts and associated standards for gateways will include all highway frontages, exits, and other major entryways in addition to the description of separate requirements for residential, commercial, and industrial uses, depending of their location.

The Gateway standards will consider the following:  
relationship between landscaping, parking, and buildings  
lighting and signage standards  
land use intensity, buffering, and transition standards with adjacent rural or agricultural properties  
View corridors

The Design guidelines will be the basis for the subsequent preparation of a form based code that may be used as a 'Gateway Overlay Zone' for implementation by the City.

Deliverable: **Design Guidelines with plans/renderings + summary report.**

**Budget:** \$10,000

### **Task 2.5 Development of a form based code for gateway standards**

The consultant will develop a 'form based code' that will address specific standards for Gateways to the city of Paso Robles. The code will include a regulating plan and will

characterize and describe the gateways in terms of their location, type of development and adjacent land use, and the unique physical characteristics of the site and the landscape.

Deliverable: **Form Based Code.**

**Budget:** \$10,000

**PHASE 3: IMPLEMENTATION STRATEGY**

**Task 3.1 Development of an Implementation Strategy**

The consultant will investigate several options, including the creation of a Gateway Overlay Zone, for the implementation of the gateway standards that will not interfere with the approval process of the various projects currently under review by the City.

Deliverable: **Summary report.**

**Budget:** \$2,800

**B. PEER REVIEW – CHANDLER RANCH SPECIFIC PLAN**

It is difficult to estimate the level of effort required to perform the peer review of the Chandler Ranch Specific Plan, however, we have assumed that we will meet at least once with staff of the City to share the preliminary observations of the peer review and that we will prepare a memorandum of the peer review with suggested improvements.

Deliverable: **Memorandum – Peer Review.**

**Budget:** \$7,500

**BUDGET - SCHEDULE**

We anticipated that the work may start on June 21<sup>st</sup> and can be completed within a 2-3 month period. The project schedule will be finalized with staff of the City of Paso Robles.

**PROFESSIONAL FEES**

HDR will provide the services outlined above on a ‘Time and Material’ hourly basis at our standard office rates, plus reimbursable expenses. We estimate the professional fees to be as follows, and will not exceed a billable amount of \$60,000 – *including reimbursable expenses* – without the Client’s prior written authorization.

HDR | LCA+Sargent Standard Billing Rates are as follows:

Principal-in-Charge .....	\$220.00/hour
Senior Architect .....	\$200.00/hour
Senior Town Planner I .....	\$155.00/hour
Senior Architectural Designer .....	\$135.00/hour
Senior Town Planner II .....	\$120.00/hour

Town Planner .....\$100.00/hour  
 Designer .....\$85.00/hour  
 Support Staff .....\$75.00/hour

Reimbursable expenses shall mean the actual expenses incurred directly or indirectly in connection with the Project for travel and lodging, telephone, shipping and express, and other incurred expense. We estimate such reimbursable expenses to be approximately \$500. HDR will add ten percent (10%) to invoices received by HDR from sub-consultants and subcontractors to cover supervision, administrative, and insurance expenses.

The "HDR Engineering, Inc. Terms and Conditions for Professional Town Planning Services," which are attached hereto, are incorporated into this Agreement by this reference as if fully set forth herein.

If this proposal is acceptable, please sign and return a copy to us and it will serve as our agreement. If there are any questions about this proposal please do not hesitate to contact the undersigned. We appreciate this opportunity to offer our services to the City of Paso Robles for this exciting project.

Yours Truly,

HDR | *TOWN PLANNING*



David Sargent, AIA, CNU  
 Principal, HDR Town Planning

Accepted and Agreed

The City of Paso Robles

\_\_\_\_\_  
 Signed

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

HDR ENGINEERING, INC.

\_\_\_\_\_  
 Signed

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

# HDR Engineering, Inc.

## Terms and Conditions for Professional Town Planning Services

### 1. STANDARD OF PERFORMANCE

The standard of care for all professional services performed or furnished by TOWN PLANNER and its employees under this Agreement will be the care and skill ordinarily used by members of TOWN PLANNER's profession practicing under the same or similar circumstances at the same time and in the same locality. TOWN PLANNER makes no warranties, express or implied, under this Agreement or otherwise, in connection with TOWN PLANNER's services.

### 2. INSURANCE

TOWN PLANNER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which TOWN PLANNER is legally liable. Upon request, CLIENT shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the CLIENT. TOWN PLANNER agrees to indemnify CLIENT for the claims covered by TOWN PLANNER's insurance.

### 3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by TOWN PLANNER are made on the basis of information available to TOWN PLANNER and on the basis of TOWN PLANNER's experience and qualifications, and represent its judgment as an experienced and qualified professional. However, since TOWN PLANNER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, TOWN PLANNER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost TOWN PLANNER prepares.

### 4. CONSTRUCTION PROCEDURES

TOWN PLANNER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. TOWN PLANNER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. TOWN PLANNER shall not be responsible for the acts or omissions of the contractor or other parties on the project. TOWN PLANNER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of TOWN PLANNER beyond those set forth in this Agreement. CLIENT agrees to include TOWN PLANNER as an indemnified party in CLIENT's construction contracts for the work, which shall protect TOWN PLANNER to the same degree as CLIENT. Further, CLIENT agrees that TOWN PLANNER shall be listed as an additional insured under the construction contractor's liability insurance policies.

### 5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where TOWN PLANNER's services are performed.

### 6. SERVICES AND INFORMATION

CLIENT will provide all criteria and information pertaining to CLIENT's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. CLIENT will also provide copies of any CLIENT-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

CLIENT will furnish the services of architects, landscape architects, civil and traffic engineers, environmental, transportation, policy, or economic consultants, or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by TOWN PLANNER. The CLIENT agrees to bear full responsibility for the technical accuracy and content of CLIENT-furnished documents and services.

In performing professional town planning and related services hereunder, it is understood by CLIENT that TOWN PLANNER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the CLIENT's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the CLIENT's legal and financial interests. To that end, the CLIENT agrees that CLIENT or the CLIENT's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by TOWN PLANNER, and will obtain the advice of an attorney, insurance counselor or other consultant as the CLIENT deems necessary to protect the CLIENT's interests before CLIENT takes action or forebears to take action based upon or relying upon the services provided by TOWN PLANNER.

### 7. SUCCESSORS AND ASSIGNS

CLIENT and TOWN PLANNER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither CLIENT nor TOWN PLANNER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

### 8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, renderings, specifications, land use development and architectural design standards and regulations, computer software or other items prepared or furnished by TOWN PLANNER pursuant to this Agreement, are instruments of service with respect to the project. TOWN PLANNER retains ownership of all such documents. CLIENT may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by CLIENT or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by TOWN PLANNER for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to TOWN PLANNER, and CLIENT will defend, indemnify and hold harmless TOWN PLANNER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle TOWN PLANNER to further compensation at rates to be agreed upon by CLIENT and TOWN PLANNER.

### 9. TERMINATION OF AGREEMENT

CLIENT or TOWN PLANNER may terminate the Agreement, in whole or in part, by giving thirty (30) days written notice. The final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement

costs TOWN PLANNER incurs as a result of commitments that had become firm before termination.

#### **10. SEVERABILITY**

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

#### **11. INVOICES**

TOWN PLANNER will submit monthly invoices for services rendered and CLIENT will make prompt payments in response to TOWN PLANNER's invoices.

TOWN PLANNER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by CLIENT's auditors upon request.

If CLIENT disputes any items in TOWN PLANNER's invoice for any reason, including the lack of supporting documentation, CLIENT may temporarily delete the disputed item and pay the remaining amount of the invoice. CLIENT will promptly notify TOWN PLANNER of the dispute and request clarification and/or correction. After any dispute has been settled, TOWN PLANNER will include the disputed item on a subsequent, regularly scheduled invoice or on a special invoice for the disputed item only.

CLIENT recognizes that late payment of invoices results in extra expenses for TOWN PLANNER. TOWN PLANNER retains the right to assess CLIENT interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within forty-five (45) days from the date of the invoice. In the event undisputed portions of TOWN PLANNER 's invoices are not paid when due, TOWN PLANNER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

#### **12. CHANGES**

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by TOWN PLANNER are estimates to perform the services required to complete the project as TOWN PLANNER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. TOWN PLANNER will inform CLIENT of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

#### **13. CONTROLLING AGREEMENT**

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

#### **14. EQUAL EMPLOYMENT AND NONDISCRIMINATION**

In connection with the services under this Agreement, TOWN PLANNER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity, and other employment, statutes and regulations.

#### **15. HAZARDOUS MATERIALS**

CLIENT represents to TOWN PLANNER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, CLIENT represents that to the best of its knowledge it has disclosed to TOWN PLANNER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that TOWN PLANNER's scope of services does not include services related in any way to hazardous materials. In the event TOWN PLANNER or any other party encounters undisclosed hazardous materials, TOWN PLANNER shall have the obligation to notify CLIENT and, to the extent required by law or regulation, the appropriate governmental officials, and TOWN PLANNER may, at its option and without liability for delay, consequential or any other damages to CLIENT, suspend performance of services on that portion of the project affected by hazardous materials until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. CLIENT acknowledges that TOWN PLANNER is performing professional services for CLIENT and that TOWN PLANNER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with TOWN PLANNER's services under this Agreement. If TOWN PLANNER's services hereunder cannot be performed because of the existence of hazardous materials, TOWN PLANNER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless TOWN PLANNER, its officers, directors, partners, employees, and sub-consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

#### **16. EXECUTION**

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between TOWN PLANNER and CLIENT, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties. Any additional obligations to be assumed by TOWN PLANNER under such separate writing must be each separately initialed by both parties to be binding. TOWN PLANNER shall be entitled to compensation for his time and his legal counsel to review any subsequent Agreements or legal documents.

#### **17. LIMITATION OF LIABILITY**

TOWN PLANNER's and its employees' total liability to CLIENT for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including TOWN PLANNER's and its employees' professional negligent acts, errors, or omissions, shall not exceed the greater of \$50,000 or the total compensation received by TOWN PLANNER hereunder, except as otherwise provided under this Agreement, and CLIENT hereby

releases and holds harmless TOWN PLANNER and its employees from any liability above such amount.

#### **18. LITIGATION SUPPORT**

In the event TOWN PLANNER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which TOWN PLANNER is not a party, CLIENT shall reimburse TOWN PLANNER for reasonable costs in responding and compensate TOWN PLANNER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

#### **19. AMERICANS WITH DISABILITIES ACT (ADA)**

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. CLIENT acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. TOWN PLANNER, therefore, will use its best professional efforts to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project. TOWN PLANNER, however, cannot and does not warrant or guarantee that CLIENT's project will comply with interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules codes, ordinances and regulations as they apply to the Project.

#### **20. ALTERATION AND REUSE OF ELECTRONIC MEDIA**

Because the CADD information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, TOWN PLANNER 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 Planner in CADD form only for information and use by CLIENT for the specific purpose for which TOWN PLANNER 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 TOWN PLANNER without TOWN PLANNER's express written permission. Any unauthorized modification or reuse of the materials shall be at CLIENT's sole risk and CLIENT agrees to defend, indemnify, and hold TOWN PLANNER harmless, from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the unauthorized modification or use of these materials.

#### **21. INSPECTION AND ACCEPTANCE OF ELECTRONIC MEDIA**

CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk and magnetic tape, may be subject to undetectable alteration and/or uncontrollable deterioration. CLIENT therefore agrees that TOWN PLANNER shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time TOWN PLANNER shall correct any errors detected by CLIENT to complete the design in accordance with the intent of the contract and specifications. After 30 days, TOWN PLANNER shall submit a final set of sealed drawings, and any additional services to be performed by TOWN PLANNER relative to the submitted electronic materials shall be subject to separate agreement.

#### **22. TOWN PLANNER'S CREDIT**

TOWN PLANNER's name shall be credited in the development brochure, job sign and other promotional material where appropriate.

RESOLUTION NO.

A RESOLUTION OF  
THE CITY COUNCIL OF THE CITY OF PASO ROBLES  
APROPRIATION OF FUNDS FOR CONSULTANTS  
TO PREPARE CITY GATEWAY DESIGN STANDARDS

WHEREAS, on June 20, 2006 the City Council selected the professional consulting firms of HDR/Town Planning and Crawford Multari & Clark Associates to prepare Gateway Design Standards; and

WHEREAS, it has been determined by the City Council that it is necessary to prepare Gateway Design Standards to assist the City in ensuring that development at the City's gateways presents an attractive, welcoming image of the City; and

WHEREAS, the General Plan Update, 2003 and the 2006 Paso Robles Economic Strategy contain policies and statements that support preparation and implementation of Gateway Design Standards; and

WHEREAS, the City has received a proposal from the consulting firms of HDR/Town Planning and Crawford Multari & Clark Associates to prepare Gateway Design Standards, which includes a cost estimate for the proposed Scope of Work of \$60,000, which is included in Exhibit A.

WHEREAS, this budget appropriation will be effective with the fiscal year beginning July 1, 2006.

THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The City Council of the City of Paso Robles does hereby allocate \$60,000 from General Fund Reserves to Budget Account No.100-710-5224-301 to fund this Scope of Work to prepare Gateway Design Standards.

PASSED AND ADOPTED THIS 20th day of June, 2006 by the following Roll Call Vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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FRANK R. MECHAM, MAYOR

ATTEST:

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DEBORAH ROBINSON, DEPUTY CITY CLERK