



**REQUEST FOR QUALIFICATIONS FOR  
ENVIRONMENTAL IMPACT REPORT  
CONSULTANT**

**FOR THE**

**PREPARATION OF AN EIR FOR THE  
EAGLE RANCH SPECIFIC PLAN AND  
ANNEXATION**

**RFQ 2010-008**

**CITY OF ATASCADERO**

**October 8, 2010**

**Qualifications Requested by:**  
**City of Atascadero**  
**Community Development Department**  
**6907 El Camino Real**  
**Atascadero, CA 93422**  
**Phone: (805) 461-5035**  
**Fax: (805) 461-7612**

**Dated: October 8, 2010**

**Proposals due: November 12, 2010 at 5:00 p.m.**

# TABLE OF CONTENTS

## I. INTRODUCTION AND PROJECT DESCRIPTION

- A. *Introduction*
- B. *Project Description*
- C. *Concurrent Environmental Review*
- D. *Project Background and History*
- E. *Environmental Analysis*
- F. *Preliminary Project Schedule*
- G. *Minimum EIR Consultant Requirements*
- H. *Correspondence*
- I. *Proposal Submittal Deadline*

## II. PROPOSAL TIMELINE

- A. *Deadline for Submittal*
- B. *Oral Interviews (Preliminary Date)*
- C. *Notify EIR Consultants of Pending Selection*
- D. *Council Award of Contract*

## III. REQUIRED RESPONSE ITEMS

- 1. *Letter of Interest*
- 2. *Project Team Organization*
- 3. *Firm Qualifications*
- 4. *Key Staff*
- 5. *Insurance*

## IV. PROPOSAL EVALUATION AND SELECTION

- A. *Evaluation Process*
- B. *Interviews*
- C. *Selection of EIR Consultant*
- D. *Final Approval*

## V. EXHIBITS

- Exhibit 1: Specific Plan Project Boundary*
- Exhibit 2: Existing Lots*
- Exhibit 3: Preliminary Constraints Map*
- Exhibit 4: Applicant's Conceptual Project Description*
- Exhibit 5: Conceptual Land Use Map*
- Exhibit 6: Conceptual Project Statistics*
- Exhibit 7: Timeline of Completed Milestones*
- Exhibit 8: Public Participation Timeline for Specific Plan & EIR*
- Exhibit 9: Sample Consultant Contract*
- Exhibit 10: RFQ Recipient Labels*

## **I. INTRODUCTION AND PROJECT DESCRIPTION**

### **A. *Introduction***

The City of Atascadero (hereinafter, City) will be hiring a qualified Consultant to prepare an Environmental Impact Report (EIR) for the Eagle Ranch Specific Plan and Annexation. The Eagle Ranch project area is located within unincorporated San Luis Obispo County and is proposed to be annexed into the City of Atascadero. The EIR Consultant (hereinafter, Consultant) shall prepare the Environmental Impact Report in accordance with applicable State Guidelines and the California Environmental Quality Act (CEQA). The Request for Qualifications (RFQ) below summarizes the Project and the environmental and entitlement analysis expected for the Project as well as the time, location, and format for submission. The preparation and format of the Environmental Impact Report shall be directed by the City of Atascadero. The Eagle Ranch Specific Plan will be managed by the project applicant in consultation with the City concurrently with the Environmental Impact Report.

### **B. *Project Description***

The Eagle Ranch Specific Plan proposes the annexation of an undeveloped 3,450± acre area adjacent to Atascadero's southern boundary into the City of Atascadero. The majority of the site is part of the Historic Atascadero Colony and contains approximately 452± undeveloped Colony lots and a network of un-built Colony roads, originally established by E.G. Lewis' 1914 Atascadero Colony Map. The Specific Plan will propose reconfiguring these existing lots and roadways and will identify a variety of land uses, including:

- Single-family Residential
- Multi-family Residential
- Village Center
- Highway Commercial
- Resort Hotel
- Neighborhood Park
- Open Space
- Cattle Grazing
- Schools
- Roads
- Public Trails

A conceptual project description and preliminary land use plan have been developed by the applicant based on site constraints studies and analysis completed by the applicant and preliminary meetings with staff, the public, and the City Council. As proposed, the project would use a clustered approach in order to minimize the impact on the site and maximize open space. The project is envisioned to have a strong rural / agrarian character that supports the establishment of a destination resort with a wine country / equestrian theme.

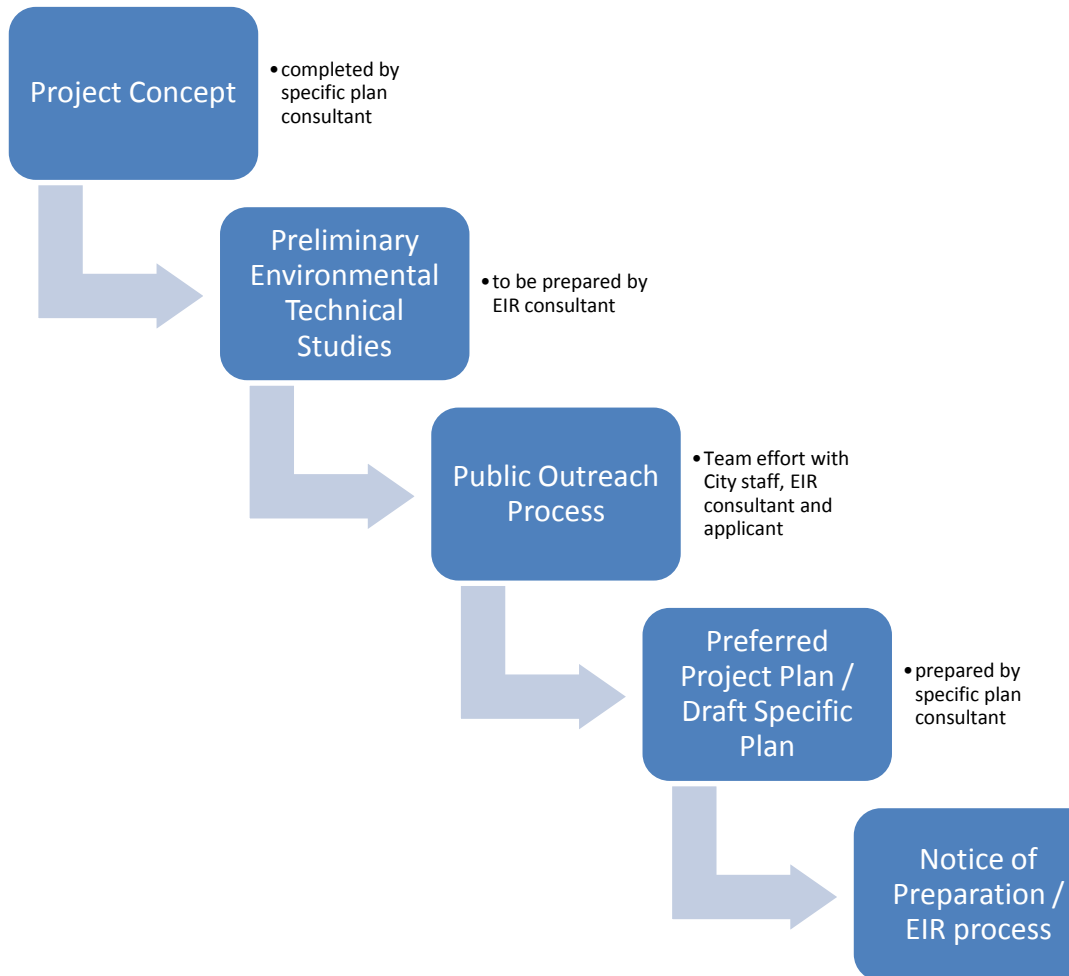


The proposed project requires the following entitlements:

- General Plan Amendment
- Rezoning
- Annexation / LAFCO Reorganization
- Specific Plan
- Road Abandonment
- Vesting Tentative Tract Map
- Multiple Conditional Use Permits
- Tree Removal Permit
- Environmental Impact Report

***C. Concurrent Environmental Review***

The applicant has requested the EIR process to run concurrently with the development of the project design and Specific Plan. The concurrent processing approach is proposed in order to incorporate the technical studies and findings of the EIR into the project design. It is the applicant's intention to design a self-mitigating project which avoids sensitive areas on the project site and minimizes environmental impacts where possible.



#### ***D. Project Background and History***

Eagle Ranch is an undeveloped 3,450± acre area located adjacent to Atascadero's southern boundary. The majority of the site is part of the Historic Atascadero Colony which contains approximately 452± undeveloped Colony lots. The area has been used historically for ranching and agricultural purposes and includes numerous structures that were used for these purposes. The site is characterized by sloping, oak covered hillsides and many areas of extremely steep, mountainous terrain. Other unique features include the headwaters of Atascadero Creek which originate on the ranch.

The City's 2002 General Plan identifies the Eagle Ranch property as a master plan area proposed for future annexation into the City. The General Plan requires that a Specific Plan be approved by the City to provide a comprehensive development plan for the property that addresses the following issues:

- Reconfiguration/clustering of existing colony lots and roadways
- Circulation facilities
- Public facilities



- Parks & recreation areas
- Trails
- Public open space
- Conservation easements
- Resort facilities
- Fiscal analysis of service costs

## **2003**

On June 24, 2003, the City Council approved adding the Eagle Ranch property within the City's Sphere of Influence, consistent with the City's General Plan Policy LOC 1.2.8. A Memorandum of Agreement between the City of Atascadero and the County of San Luis Obispo was signed, and a Municipal Service Review was prepared by LAFCO. The agreement states that the City and the County shall work cooperatively on planning for land use, circulation connections, agricultural land and open space preservation for the future Eagle Ranch development.

## **2008**

On May 27, 2008, the City Council approved a resolution to authorize the processing of a General Plan Amendment and begin the annexation process for the Eagle Ranch project.

The property owners of the Eagle Ranch held a neighborhood "Open House" on January 17, 2008, where the public met the owners and their project development team. City staff was also available to answer questions and listen to the community's thoughts and ideas. The applicant provided background information on the history of the ranch and the preliminary project concepts. Suggestions from the community for land uses beyond residential development ranged from provisions for open space, parks, trails, equestrian center and dude ranch to a high-end hotel with spa and wine tasting facilities.

On September 25, 2008, a second community meeting was held. The owners and their project development team presented the opportunities and constraints within the project, as well as conceptual land use possibilities at this meeting. City staff was available to answer questions and listen to the community. The public was able to provide comments at the meeting through a digital survey which provided questions and images of possible project design components and land use options.

## **2009**

The applicants and their project development team continued working on a conceptual layout and preliminary project proposal. Conceptual design analysis has taken into consideration the information from the two previous public meetings, as well as further site mapping of the project site, including trees, slopes, historic resources, riparian areas, geology, and other site constraints analysis.

## **2010**

On August 10, 2010, the Atascadero City Council endorsed a public participation schedule and project processing outline which identified the concurrent development of the Specific Plan and Environmental Impact Report (EIR) for Eagle Ranch. The Council directed staff to issue requests for proposals (RFPs) for an EIR for the Eagle Ranch Specific Plan Project.



### ***E. Environmental Analysis***

An Environmental Impact Report (EIR) will be processed simultaneously with the Eagle Ranch Specific Plan and will contain project-specific analysis on the proposed Eagle Ranch applications. Preliminary surveys and site analysis have been conducted by the project applicant to identify major site constraints. The following issues are expected to require significant analysis in the EIR:

- Slopes and Grading
- Historical and Native American cultural resources
- Oak woodland impacts
- Blueline creeks, riparian woodland, wetlands, flood zones,
- Geology landslide areas
- Sensitive biological areas and wildlife corridors
- Agricultural lands
- Air quality and greenhouse gas impacts
- Traffic impacts to existing neighborhoods and US 101
- Wildfire safety and evacuation
- Emergency services
- Public service impacts
- Water Supply
- Water quality and storm water management
- Fiscal impact to City
- Affordable housing

Preliminary constraints mapping has been prepared by the applicant to in order to identify areas most suitable for development. Additional site surveys, peer review, and comprehensive constraints analysis shall be conducted during the environmental review process by the EIR consultant.

The City has a consulting arborist and a consulting biologist under contract to provide peer review and possible oversight of native tree preservation, landscaping, and any biological resource issues.

The City retained W-Trans, Inc to complete an in-depth analysis of each of the U.S. Highway 101 interchanges within the City of Atascadero. This study was completed in early 2008. The City prefers that W-Trans be retained by the EIR Consultant in evaluating all transportation and circulation issues for this project. Consultant contact information is listed as follows:

Steve Weinberger  
W-Trans (Preferred Transportation/Circulation Sub-Consultant)  
490 Mendocino Avenue, Suite 201  
Santa Rosa, CA 95401  
(707) 542-9500  
sweinberger@w-trans.com





***F. Preliminary Project Schedule***

The City anticipates a robust public participation process with the development of the Eagle Ranch project. The City anticipates EIR Consultant participation in the following public meetings:

**Project Review and Refinement: (Anticipated January - June 2011)**

1. Preliminary Technical Studies / Constraints Analysis: EIR Consultant review of applicant's previous technical studies. Additional studies and peer review, site analysis, and project refinement.
2. Preliminary Council Review: Public meeting for City Council to review concept plan, proposed economic project components, and scoping of other project issues.
3. Community Outreach: A minimum of two (2) neighborhood meetings will be held to solicit public input on the project. Project applicant will take the lead with City Staff.

**Draft EIR / Draft Specific Plan: (Anticipated July 2011 - March 2012)**

4. Joint City Council/Planning Commission: Council will approve preferred project parameters/definition. The project applicant will take the lead with City Staff. The EIR Consultant will be present.
5. EIR Scoping and Alternatives: One (1) meeting. EIR Consultant will take the lead with City Staff. Specific Plan consultant will be present.
6. Draft EIR / Draft Specific Plan Comments Open House: One (1) all day meeting. EIR Consultant will take the lead with City Staff. Specific Plan consultant will be present.

**Public Hearings: (Anticipated April - December 2012)**

7. Planning Commission Hearing: Public Hearing for project Specific Plan and certification of Final EIR. EIR Consultants will make a formal presentation.
8. City Council Hearing: Public Hearing for project Specific Plan and certification of Final EIR. EIR Consultants will make a formal presentation.



**G. Minimum EIR Consultant Requirements**

1. Have no record of unsatisfactory performance. EIR Consultants who are, or have been, seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the reasonable control of the EIR Consultant, shall be presumed to be unable to meet this requirement.
2. Have no conflict of interest or past project history in direct representation or in the planning or environmental analysis for Eagle Ranch, LLC, its members, or RRM Design Group. The City requests disclosure of any consultant work on the Eagle Ranch project, work with Eagle Ranch LLC or its members affiliated projects, or RRM Design Group projects.
3. Demonstrate administrative and fiscal capability to provide and manage the proposed services.
4. The EIR Consultant shall have the demonstrated expertise and capability in preparing a legally defensible EIR that meets all City, County, Regional, and State Environmental guidelines and procedures.

**H. Correspondence**

All questions and inquiries should be directed to:

Warren Frace, Director  
Community Development Department  
6907 El Camino Real  
Atascadero, CA 93422  
805/470-3402  
wfrace@atascadero.org

**I. Proposal Submittal Deadline**

**All proposals must be received at the address listed above no later than 5:00 PM November 12, 2010. Ten (10) copies of the written proposals are required to be submitted.** Postmarks will not be accepted in lieu of actual receipt. All proposals shall be in a sealed envelope clearly marked "REQUEST FOR QUALIFICATION-2010-008." Late or incomplete proposals will not be considered.

**All proposals shall be submitted to:**

Atascadero City Clerk  
Attn: Marcia Torgerson - RFQ 2010-008  
6907 El Camino Real  
Atascadero, CA 93422  
805/470-3400



## II. PROPOSAL TIMELINE

A. Deadline for Submittal	November 12, 2010 - 5:00 p.m.
B. Oral Interviews (Preliminary Date)	November 29 – December 3, 2010
C. Notify EIR Consultants of Pending Selection	December 17, 2010
D. Council Award of Contract	January 11, 2011

## III. REQUIRED RESPONSE ITEMS

The RFQ Submittal shall contain the following response items:

### 1. LETTER OF INTEREST

Provide a letter that expresses the candidate's interest in the proposed project and describes the candidate's perceived strengths to carry out the commission.

### 2. PROJECT TEAM ORGANIZATION

Provide an organizational chart indicating the relationship between the candidate-firm's staff members that are proposed to have responsibilities related to the proposed project. Indicate on the chart the names of key personnel, their titles and their proposed duties. Provide list of proposed sub consultants.

### 3. FIRM QUALIFICATIONS

Complete and submit a Statement of Qualifications and resume that provides specific project data to support the following for both the firm and proposed key personnel.

- Business name, address, and phone/fax numbers of the prospective EIR Consultant and legal entity such as corporation, partnership, etc.
- Number of years the prospective consultant has been in business under the present business name, as well as related prior business names.
- A summary highlighting the firm's specific experience in the preparation of environmental impact reports.
- Successful completion of at least two EIR's for large scale residential / commercial development projects since 2001.



- e. Professional reference from other cities or counties where similar EIR's have been completed.
- f. Experience with projects involving tourism related facilities and accommodations.
- g. Experience with public outreach and consensus building.
- h. Experience with large scale, cluster development projects.
- i. Understanding of project issues and challenges.
- j. A description any contracts or work involving Eagle Ranch, Eagle Ranch LLC or RRM Design Group over the past ten years.

#### **4. KEY STAFF**

Identify by names and titles key staff members who will be assigned to the project or who will otherwise play a major role in the proposed project. Briefly describe each individual's proposed role and provide resumes.

#### **5. INSURANCE**

The Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees, or sub consultants.

***Minimum Scope of Insurance. Coverage shall be at least as broad as:***

- (a) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- (b) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- (c) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (d) Errors and Omissions Liability insurance as appropriate to the consultant's profession.

***Minimum Limits of Insurance. Consultant shall maintain limits no less than:***

- (a) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (b) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.



- (c) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- (d) Errors and Omissions Liability: \$1,000,000 per occurrence.

***Deductibles and Self-Insured Retentions:***

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

## **IV. PROPOSAL EVALUATION AND SELECTION**

### ***A. Evaluation Process***

All proposals will be reviewed by a City selection committee. A primary consideration of the committee shall be the Consultant's experience with similar projects, responsiveness of timeline, and approach to legal and technical issues. The selection committee will conduct interviews of the most qualified firms based on the proposals submitted.

### ***B. Interviews***

1. Interviews by the Selection Committee will be 60 minutes in total length. The first 30 minutes will be allowed for the candidate-team to present its qualifications, followed by a 30-minute question and answer session. Candidate's key staff and consultants are required to participate in the interview.
2. Interviews will be conducted at City Hall, Conference Room 5, 6907 El Camino Real, Atascadero, CA 93422.

### ***C. Selection of EIR Consultant***

1. The Screening Committee will review the RFQ submittals and provide a list to the Selection Committee of a representative number of consultants who appear to be qualified for the required services.
2. The Selection Committee will interview the qualified consultants, based on the above submittals.
3. The Selection Committee will recommend the consultants, based on the interviews and submittals, to the City of Atascadero's responsible administrator for approval.
4. Upon approval of the recommendations, City will notify the recommended consultant, and will commence negotiation of the Consultant Contract. If the negotiations are not successful, City will terminate them and enter into negotiations with other recommended consultants.



***D. Final Approval***

Any contract resulting from this RFQ will be awarded by the City Council.

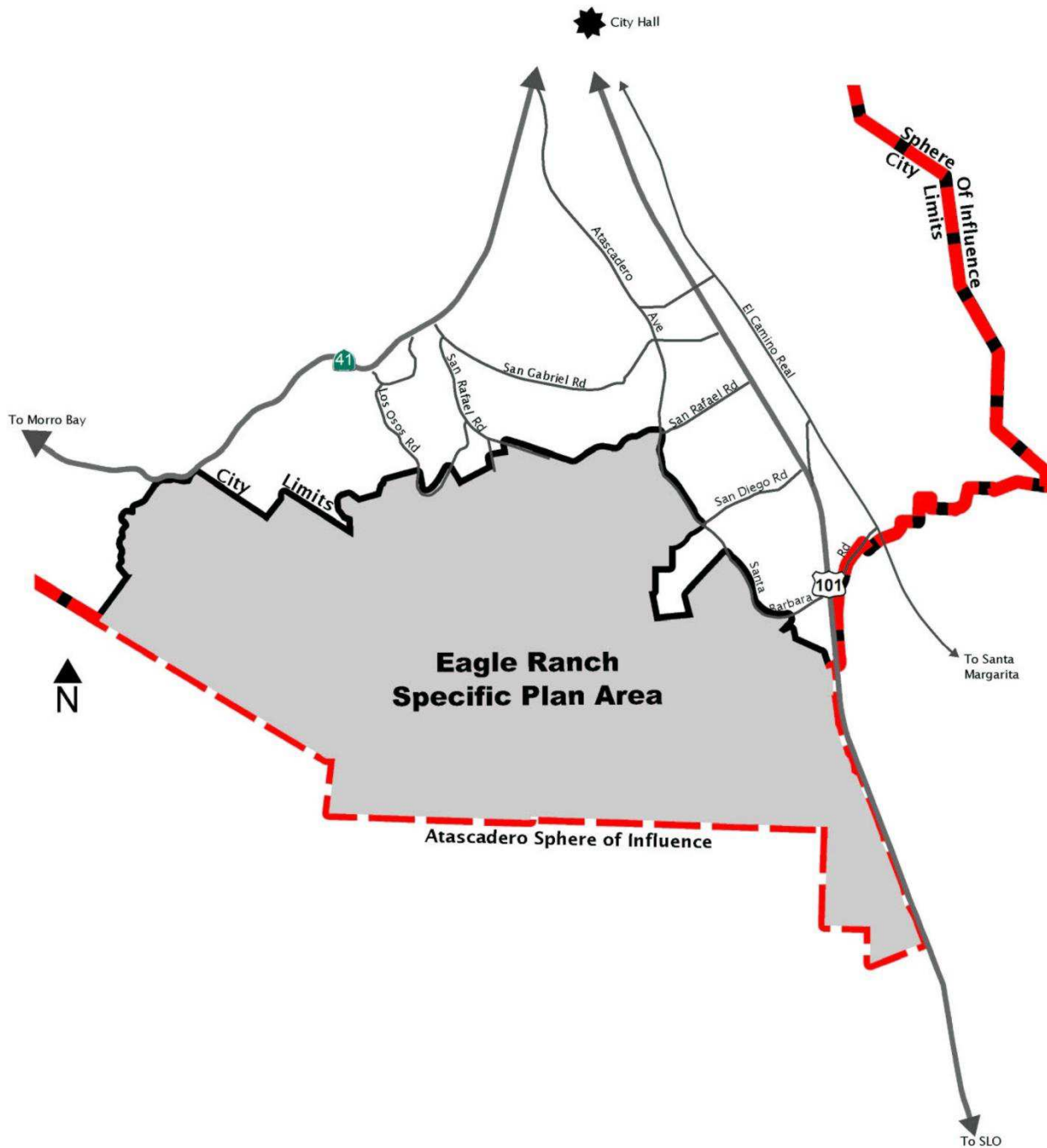


## **V. EXHIBITS**

- Exhibit 1: Specific Plan Project Boundary
- Exhibit 2: Existing Lots
- Exhibit 3: Preliminary Constraints Map
- Exhibit 4: Applicant's Conceptual Project Description
- Exhibit 5: Conceptual Land Use Map
- Exhibit 6: Conceptual Project Statistics
- Exhibit 7: Timeline of Completed Milestones
- Exhibit 8: Public Participation Timeline for Specific Plan & EIR
- Exhibit 9: Sample Consultant Contract
- Exhibit 10: RFQ Recipient Labels



**EXHIBIT 1: Specific Plan Area**

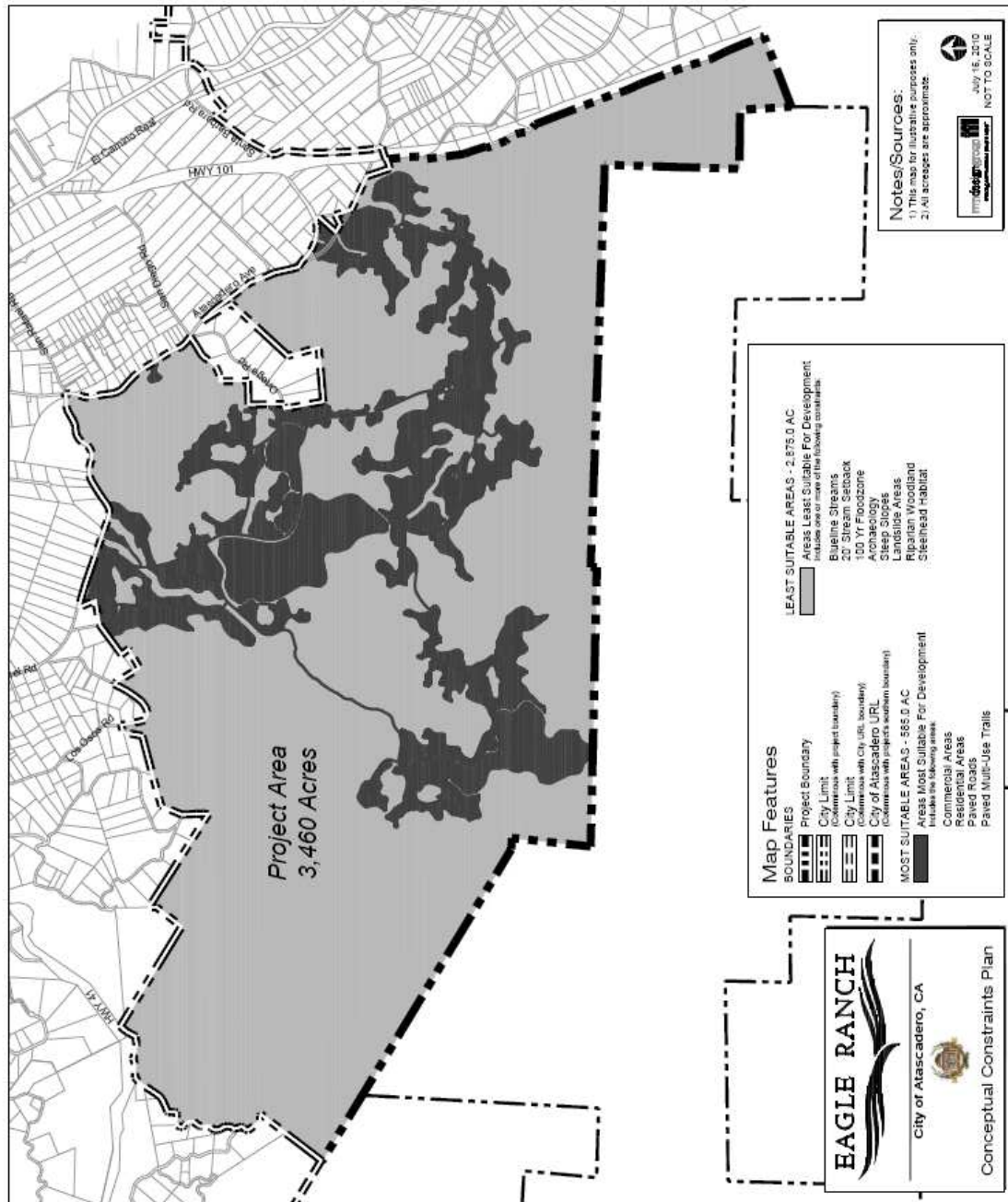




[illegible]



**EXHIBIT 3: Preliminary Constraints Map**







**EXHIBIT 4: Applicant's Conceptual Project Description**

**EAGLE RANCH VTM AND SPECIFIC PLAN**  
**Conceptual Project Description**  
July 13, 2010



**1. Recent Planning Activity Milestones – See attached Milestones Timeline 1998 through 8/2010**

**2. Overall Approach and Vision – The applicants overall vision for the Eagle Ranch is driven by a desire to have the project:**

- Reflect and build upon the history and heritage of Eagle Ranch.
- Continue Eagle Ranch agricultural operations.
- Be consistent and compatible with the character of the “Colony,” the existing community, and the City concept of “elbow room” as expressed in the General Plan (Goal LOC.1).
- Use a clustered settlement approach that causes less environmental impact but is more environmentally balanced and economically rewarding than implementation of the existing 452 lots of record.
- Create a small Village Center to create a “central gathering place” for residents and visitors to Eagle Ranch.
- Keep large areas of Eagle Ranch in open space with limited public access to retain the conservation values and agriculture operations existing on the Ranch.
- Create a public park and trails system for access to the surrounding neighborhood and limited areas of the ranch consistent with the protection of open space and active agriculture operations.
- Be identified as a highly desirable, premier place to live in Atascadero, the north county and the state based upon the Eagle Ranch planning and development approach.
- Be economically feasible to implement.
- Contribute positively to the fiscal condition of the City.
- Complete the environmental review, City and LAFCO entitlements process in an efficient manner and within a reasonable time frame.

**3. Site Planning Approach – See attached Conceptual Land Use Plan**

The site planning approach is to identify areas where the residential entitlements of the existing lots of record can be clustered to reduce environmental impacts and use the routing of existing ranch roads where feasible to serve the clustered lots and other uses. In order to create a “neighborhood,” the planning approach incorporates many elements of the City’s General Plan such as affordable housing, a *Village Center* commercial area to serve residents’ daily needs and provide a central sense of place, and a public park/trails system radiating from the village area to residential clusters within the project and connecting to the existing surrounding neighborhood. The plan will incorporate a Highway Commercial economic development area and an area identified for a future Resort Hotel/Dude Ranch to be consistent with the City Economic Development Vision.

**4. Constraints Currently Identified – See attached Maps**

- Biology – Preliminary biological analysis was performed by consultants for the applicant to identify broad categories and approximate locations of potential area of biological importance. These included plants, animals, and fish.
- Slopes – Topographical mapping of the site has been completed to identify slopes on the site. Slopes are a significant constraint to development on the site.
- Flood – Base mapping for the site has incorporated FEMA mapping as a preliminary planning guideline, however the FEMA maps are thought to be somewhat antiquated and not reflective of specific site analysis.





*Eagle Ranch VTM and Specific Plan  
Conceptual Project Description  
July 13, 2010*



- Archaeology – Preliminary archaeological field reconnaissance was conducted and likely locations of cultural resources were identified. These preliminary identifications act as a guide in planning/design but may need further investigation to closely determine the nature, extent, and importance of the resources.
- Historical – Extensive effort has been expended in describing the history, remaining historical resources, and significance of Eagle Ranch throughout recent history.
- Traffic – A preliminary review of the capacity of the Santa Barbara interchange was conducted to determine its remaining capacity. Further analysis specific to the project will need to be conducted.
- Geology – A preliminary review identified geological features such as ancient landslide areas to be avoided by new development.

**5. Land Uses Proposed – See attached Conceptual Overall Project Statistics for areas, percentages, and comparisons**

- Highway Commercial – Approximately 10 acres is proposed in a location convenient to US 101/Santa Barbara interchange.
- Village Center – Approximately 5 acres is proposed for uses to serve the daily needs of Eagle Ranch residents. This area will likely contain retail shops or offices, postal facilities, meeting spaces and other functions needed and used by residents daily. The Village Center will reduce vehicle trips and provide a central gathering and focal “place” for the Eagle Ranch neighborhood.
- Resort Hotel – Two feasibility studies have been completed by the applicant looking at the viability of this type of use. Both studies confirm the value of open space as an “attractor” for this use, and indicate potential future market support for a modest size but “upscale” facility. A critical prerequisite for a Resort Hotel is the need for Eagle Ranch to be well established as a high quality neighborhood “place” in advance of Resort Hotel development. A second prerequisite is for the City to have a vibrant, active tourism support infrastructure and track record of frequent successful community events before Resort Hotel operators will attempt to develop.
- Single Family Residential – Preliminary site studies are based upon 452 SFD units reflecting the number of existing lots of record. However, the final number of homes may vary depending upon the financial feasibility of the project once all agency requirements are determined and costs accounted for. A variety of single family detached lot sizes are anticipated varying from approximately 8,000sf to over 1 acre.
- Multi-Family Residential – Multi-Family dwellings are proposed in the area near the Village and Park. These units may be affordable dwellings and perhaps senior housing. These units may be for sale and/or rental housing.
- Parks – A neighborhood public park is proposed. Its size will reflect at least the City parklands standards & requirements. The location considered is mostly flat land adjacent to a creek side setting and within walking distance of the Village. The park is envisioned to be focused primarily on passive activities (picnic, BBQ, etc.), some children’s play structures, horseshoes, volleyball, and limited open turf areas to accommodate group and family play.
- Open Space – Within the City portion of Eagle Ranch, significant open space areas are envisioned, likely measured in thousands of acres. Much of the open space will continue to be utilized for agricultural activities. The intent is to provide limited public access through and/or adjacent to these areas via public trails for pedestrian, bicyclists, and equestrians.





*Eagle Ranch VTM and Specific Plan  
Conceptual Project Description  
July 13, 2010*



- Roads/Trails – Roads are to the extent practicable aligned to coincide with existing ranch roads. New roads will be necessary to reach some development areas. Trail systems are likewise aligned to follow existing ranch roads where practicable. Trails will be open to the public. To accommodate equestrian trail users a staging area will be developed to accommodate small trucks and trailers for visiting riders.
- Schools – Discussions with the District are ongoing regarding the necessity for a school site at Eagle Ranch.

**6. Onsite Circulation Proposed – See attached Conceptual Overall Project Statistics for lengths and attached Conceptual Road and Trail Cross Sections for design**

- Roads – A variety of road widths are proposed in order to facilitate the terrain being traversed by the roads. Road widths are in general kept as narrow as practicable in order to be in keeping with the vision for the project and to avoid impacts to trees and other resources.
- Trails – Public pedestrian, bicycle and equestrian trails are proposed and conceptually designed to lead to the Village Center and to connect with the surrounding neighborhood.

**7. Public Services/Utilities Approach –**

- Water – The project will be served by Atascadero Mutual Water Company (AMWC). The existing lots of record are "Colony" lots and therefore are shareholders and must be served by AMWC. AMWC has prepared a water supply analysis to review their ability to serve and concluded that capacity for Eagle Ranch is available. An application is pending with AMWC to annex a portion of the Eagle Ranch site that is inside the City SOI but not currently within the Colony boundary. The annexation area is the site of the Eagle Ranch Headquarters and site of the proposed Resort Hotel/Dude Ranch.
- Sewer – Service will be provided by the City.
- Law Enforcement – Service will be provided by the City.
- Fire/Life Safety – Service will be provided by the City.

**8. Affordable Housing – Affordable Housing is proposed within the Eagle Ranch to comply with City requirements. Approximately 90 units are anticipated to be developed mostly as attached dwellings near the Village Center.**

**9. Phased Approach – Eagle Ranch will be a phased project guided by the Specific Plan and the Vesting Tentative Subdivision Map. At this time the phase locations and sequence are unknown.**

**10. Entitlements Process & Environmental Review –**

- City – City approvals required are General Plan Amendment/Pre-zoning, Specific Plan and Vesting Tentative Subdivision Map.
- City – Certification of an Environmental Impact Report.
- LAFCO – The City will be the applicant to annex the Eagle Ranch project area into the City corporate limits; this will require approval by LAFCO.

**11. "Green" Features & Objectives of the Conceptual Plan –**

- Village Center – reduces vehicle trips and vehicle miles travelled by providing a place for residents' daily needs and needs of visitors onsite and accessible via bike, walking and horseback.
- Highway Commercial – Provides a potential place to accommodate overnight visitors to the Eagle Ranch neighborhood; provide places for Eagle Ranch residents





*Eagle Ranch VTM and Specific Plan  
Conceptual Project Description  
July 13, 2010*



to obtain meals, goods and services on a scale somewhat larger than the commercial facilities in the Village Center. For the City, highway commercial is one critical leg of the three legged stool of environment, economy, and social justice that is part of balanced development. For the residents, highway commercial contributes to reduction of vehicle trips and miles travelled as it is accessible via bike, pedestrian, and equestrian trails.

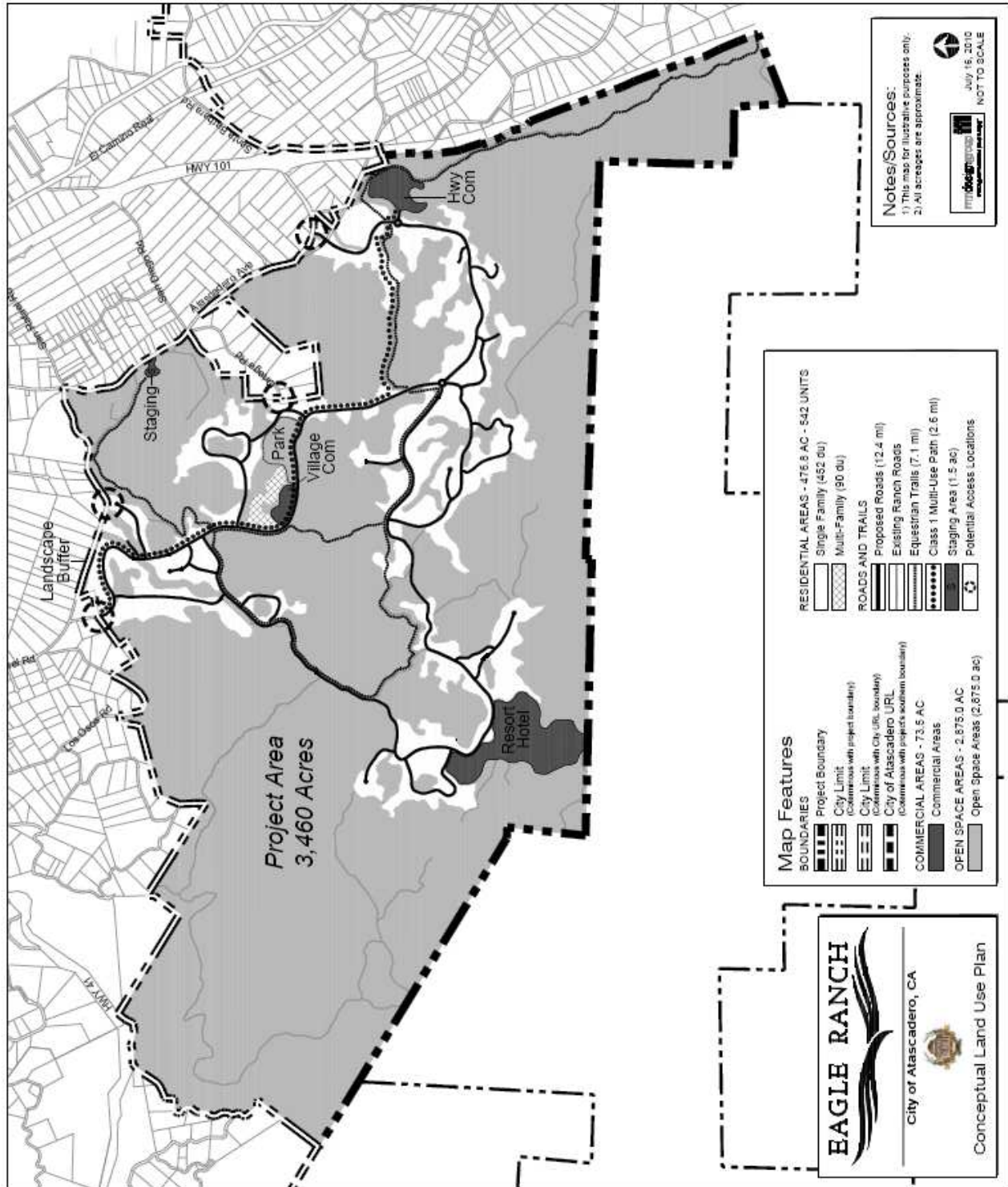
- Road Design Approach – Roads within Eagle Ranch are designed to be as narrow as practicable to accommodate passenger and emergency vehicles. Improvements within the roadway are minimized to maintain a rural appearance and at the same time limit disturbance, minimize structural improvements (paved drainage swales, etc.), minimize grading that disturbs the environment, retain native oak trees and allow maximum maintenance of natural functions to accommodate drainage, etc.
- Oak Tree Retention, Removal and Disturbance Standards - Maintain native oak trees to the greatest extent practicable and consistent with the City regulations. Use early involvement of City retained environmental professionals and a professional arborist in the Eagle Ranch site plan development, in the field review of the site planning as it is developed, and finally in the creation of Specific Plan standards.
- Retain Open Space & Conservation Values – Observe City creek setback requirements and creek policies. Avoid disturbance of identified critical creek habitat areas such as steelhead fishery habitat and other critical areas. In large contiguous areas where settlement is not anticipated, retain open space, continue agriculture operations and retain conservation values and features. Allow controlled public access via a well defined system of trails to accommodate pedestrians, bicyclists and equestrians. Where needed, limit public access in favor of retaining conservation and environmental values.

Attachments: Milestones Timeline  
Conceptual Land Use Plan  
Maps: Aerial Base with Topo and Conceptual Constraints Map  
Conceptual Overall Project Statistics  
Conceptual Road and Trail Cross Sections

z:\a\Apollo\on-site\2010\1010007-Eagle-Ranch-VTM-and-SPI\Project-Management\ProjectInfo\ProjectDescription\vm-Proj-Descrip-2nd-Draft-07-12-10.doc



**EXHIBIT 5: Conceptual Land Use Map**



**EXHIBIT 6: Conceptual Project Statistics****EAGLE RANCH - CONCEPTUAL  
OVERALL PROJECT STATISTICS**

16-Jul-10

Note: Statistics are for entire Project Area - 3,460 ac

Item	Acreage				% of Project
<b>SUMMARY</b>					
Developed Areas	585.0				16.9%
Open Space Areas	2,875.0				83.1%
<b>Total Land Use</b>	<b>3,460.0</b>				<b>100.0%</b>

Item	Acreage	Units	SF Retail		% of Project
<b>Commercial Areas</b>					
Village Commercial	5.4				0.2%
Highway Commercial	13.8				0.4%
Resort Hotel	54.3				1.6%
<b>Total Commercial</b>	<b>73.5</b>				<b>2.1%</b>

Item	Acreage				% of Project
<b>Open Space Areas</b>					
Big Valley	84.3				2.4%
Park	13.6				0.4%
Landscape Buffer	1.5				0.0%
Open Space Remainder	2,775.6				80.2%
<b>Total Open Space</b>	<b>2,875.0</b>				<b>83.1%</b>

Item	Acreage	Lots/Units	Density du/ac		% of Project
<b>Residential Development Areas</b>					
Single Family	466.1	452	8,000sf to 1ac		13.5%
Multi-Family	10.7	90	8.4		0.3%
<b>Total Residential</b>	<b>476.8</b>	<b>542</b>			<b>13.8%</b>

Item	ROW	Paved	Miles	Paved ac	% of Project
<b>Roads</b>					
Main Loop	32	24	3.37	9.8	0.3%
Private Internal	28	20	7.97	19.3	0.6%
Secondary Access	12	10	0.75	0.9	0.0%
Driveway	20	16	0.31	0.6	0.0%
<b>Total Roads</b>			<b>12.40</b>	<b>30.6</b>	<b>0.9%</b>

Item	Width	Paved	Miles	Acreage	% of Project
<b>Trails</b>					
Class I Multi-Use	12	8	2.63	2.5	0.1%
Equestrian (Existing Road)	6		5.26		
Equestrian	6		1.88		
Staging Area				1.5	0.0%
<b>Total Trails</b>			<b>9.76</b>	<b>4.0</b>	<b>0.1%</b>



**EXHIBIT 7: Timeline of Completed Milestones****Eagle Ranch Milestones Timeline**

July 12, 2010

Dates	Activity
12/98	Owner files notice of Williamson Act non-renewal
2000	Owner encourages City to Amend City of Atascadero SOI
2000-2002	County approves 452 Certificates of Compliance for existing lots w/in SOI, 33
2002	City approves SOI amendment
06/03	City, LAFCO, Owner enter into MOU
2005-2006	Consultants conducts preliminary env. special studies (bio, traffic, goe, cultural, historic)
12/05	1st Resort Hotel Feasibility Report by ERA
01/07-10/08	Owner conducts site analysis & concept design
02/07	Owner enter into exclusive agreement to negotiate Conservation Easement with Land Conservancy of SLO
06/07	Owner conducts neighborhood outreach meeting #1
06/07	Owner establishes Eagle Ranch web site
12/07	Owner meets with Atascadero Unified School District
01/08	Owners meets with staff to review access, roads, City service capacity
02/08	City accepts application for Specific Plan and GPA
03/08	City staff, County staff, Owner joint meeting
05/08	City Council Authorization to Proceed with Specific Plan
06/08	2nd Resort Hotel Feasibility report to Owners by ERA
06/2008-07/2008	Owner applies to annex Resort Hotel site area to Atascadero Mutual water Company
07/08	Owner meets with City staff to review; Resort Hotel Feasibility Report, Affordable Housing, Parks Trails, City conducts SWOT analysis
07/08	Owner meets with Cal Trans to review condition & status of Santa Barbara Interchange
09/08	Joint CC/PC meeting to review approach and direction
10/08	Meeting with staff to review Parks/Trails
10/08	Meeting with Supervisor Patterson - update on progress
10/08-04/10	Owner continues conceptual site analysis and design
01/09	Williamson Act Contract expires
06/09	Meeting with AUSD
09/09	Owner conducts neighborhood outreach meeting #2
12/09	ATMWC completes water supply analysis for Eagle Ranch and annexation of Resort
04/10	Owner restarts project, establish regular meetings w/ staff
04/10	Owner requests EIR consultant selection process to begin
05/10	On site meeting to review conceptual road alignments w/ City staff
06/10	Meeting with staff to review Parks/Trails
07/10	Owners submit Council Update materials (site concept, timeline, road, trails, etc.)
08/10	City Council Eagle Ranch Update meeting


**EXHIBIT 8: Public Participation Timeline for Specific Plan & EIR**

<b>Eagle Ranch Public Review Process</b>		
	<b>Activity/Event</b>	<b>Public Review Opportunity</b>
<b>RFP Process</b>		
Aug - Dec 2010	Authorization of EIR consultant process	<b>Yes</b>
	Selection & Retention of EIR Consultant	<b>Yes</b>
	Concept site planning/preliminary road grading/feasibility	
<b>Project Review and Refinement</b>		
Jan - Jun 2011	Council Review of Concept Plan / Economics / Issue Scoping	<b>Yes</b>
	Neighborhood meeting #3	<b>Yes</b>
	Preliminary EIR studies & site environmental investigations	
	Tribal Consultation Process	
	Refine environmental constraints mapping	
	Constraints and Site Planning Integration	
	Refined site plan, constraints & statistics	
	Applicants Neighborhood Meeting #4	<b>Yes</b>
	Council Selection of Preferred Project	<b>Yes</b>
	Start preparation of Vesting Tentative Map	
<b>Draft EIR / Specific Plan</b>		
Jul 2011 - Mar 2012	Notice of Preparation(NOP)	<b>Yes</b>
	EIR Scoping - Council Meeting	<b>Yes</b>
	Preparation & review of Admin. Draft Specific Plan	
	Preparation & review of Draft Specific Plan	
	Begin preparation of Admin draft EIR	
	Planning Commission Review of Draft SP	<b>Yes</b>
	City Council Review of Draft SP	<b>Yes</b>
	Preparation of DEIR & Mitigation measures	
	Finalization of Vesting Subdivision Map	
	45 Day DEIR Public Review Period	<b>Yes</b>
	Response to Public Comments	
	FEIR / Mitigation Monitoring Program	
<b>Public Hearings</b>		
April - Dec 2012	Planning Comm Hearing GPA, SP and DEIR and VTM	<b>Yes</b>
	City Council Hearing of GPA, SP and DEIR and VTM	<b>Yes</b>
	City prepares & Files Application to LAFCO	
	LAFCO reviews Annexation & Public Hearing	<b>Yes</b>

Timelines for the EIR process will be developed by the consultants and included in the contracts.



**EXHIBIT 9: Sample Consultant Contract**



**CITY OF ATASCADERO**

**CONTRACT FOR  
[Name of Consultant]  
for  
GENERAL TITLE OF SERVICES**



## **CONSULTANT SERVICES AGREEMENT**

### **FOR THE**

### **CITY OF ATASCADERO**

[NAME OF CONSULTANT]

THIS CONTRACT is made and entered into between City of Atascadero, a Municipal Corporation ("City") and [Name of Consultant] ("Consultant"). City and Consultant agree as follows:

1. **SCOPE AND STANDARDS:**

A. **CONTRACT.** Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to complete the services described in the SCOPE OF WORK AND STANDARDS FOR SERVICES, attached hereto and incorporated herein by this reference as Exhibit A, as requested by the City. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein.

2. **EMPLOYMENT STATUS OF PERSONNEL:**

A. **INDEPENDENT CONTRACTOR; EMPLOYEES OF CONSULTANT.** Consultant enters into this Contract as, and shall at all times remain as to the City, an independent contractor and not as an employee of the City. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. Any persons employed by Consultant for the performance of services pursuant to this Contract shall remain employees of Consultant, shall at all times be under the direction and control of Consultant, and shall not be considered employees of City. All persons employed by Consultant to perform services pursuant to this Contract shall be entitled solely to the right and privileges afforded to Consultant employees and shall not be entitled, as a result of providing services hereunder, to any additional rights or privileges that may be afforded to City employees.



B. **INDEPENDENT INVESTIGATION.** The Consultant agrees and hereby represents it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

C. **COMPLIANCE WITH EMPLOYMENT LAWS.** The Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

D. **UNLAWFUL DISCRIMINATION PROHIBITED.** Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

3. **TIME OF PERFORMANCE:**

The services of Consultant are to commence upon execution of this Contract by City, and shall be undertaken and completed in a prompt and timely manner, in accordance with the Scope of Work referenced in Exhibit A. Except as provided in Sections 6 and 19 below, this Contract shall terminate no later than [insert date], unless extended by the mutual agreement of both parties.

4. **COMPENSATION:**

A. **TERMS.** Compensation to the Consultant shall be as set forth in Exhibit B attached hereto and made a part hereof.

B. **NO PAY FOR ADDITIONAL SERVICES WITHOUT WRITING.** Consultant shall not be compensated for any services rendered in connection with its performance of this Contract, which are in addition to those set forth herein or listed in Exhibit A, unless such additional services are authorized in advance and in writing by the City Manager or the City Manager's designee (hereinafter "City Manager" shall include the City Manager's designee). Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Consultant at the time City's express written authorization signed by the City Manager is given to Consultant for the performance of said services.



5. **SUPERVISION, LABOR AGREEMENTS AND PERSONNEL:**

A. **CONSULTANT SUPERVISES PERSONNEL.** The Consultant shall have the responsibility for supervising the services provided under this Contract, hiring of personnel, establishing standards of performance, assignment of personnel, determining and affecting discipline, determining required training, maintaining personnel files, and other matters relating to the performance of services and control of personnel. The City Manager may use any reasonable means to monitor performance and the Consultant shall comply with the City Manager's request to monitor performance.

B. **PERFORMANCE NOT SUBJECT TO EMPLOYMENT AGREEMENTS.** The City acknowledges that the Consultant may be obligated to comply with bargaining agreements and/or other agreements with employees and that the Consultant is legally obligated to comply with these Contracts. It is expressly the intent of the parties and it is agreed by the parties that the Consultant's performance shall not in any manner be subject to any bargaining agreement(s) or any other agreement(s) the Consultant may have covering and/or with its employees.

C. **APPROVAL OF STAFF MEMBERS.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Contract. Consultant shall notify City of any changes in Consultant's staff to be assigned to perform the services required under this Contract and shall obtain the approval of the City Manager of a list of all proposed staff members who are to be assigned to perform services under this Contract prior to any such performance.

6. **TERMINATION:**

A. **30 DAYS NOTICE.** The City, upon thirty (30) days written notice, may terminate this Contract, without cause, at any time. In the event of such termination, Consultant shall be compensated for non-disputed fees under the terms of this Contract up to the date of termination.

B. **OBLIGATIONS SURVIVE TERMINATION.** Notwithstanding any termination of this Contract, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined. All of the indemnification, defense and hold harmless obligations in this Contract shall survive termination.





7. **CHANGES:**

The City or Consultant may, from time to time, request changes in the scope of the services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be authorized in advance by both Parties in writing. Mutually agreed changes shall be incorporated in written amendments to this Contract. Any increase in the amount of Consultant's compensation and/or changes in Exhibit A and or Exhibit B must be authorized in advance by the City Manager.

8. **PROPERTY OF CITY:**

A. **MATERIALS PREPARED EXCLUSIVE PROPERTY OF CITY.** It is mutually agreed that all materials prepared by the Consultant under this Contract are upon creation and shall be at all times the exclusive property of the City, and the Consultant shall have no property right therein whatsoever. City agrees that Consultant shall bear no responsibility for any reuse of the materials prepared by the Consultant if used for purposes other than those expressly set forth in the Intended Use of Consultant's Products and Materials section of this Contract. Consultant shall not disseminate any information or reports gathered or created pursuant to this Contract without the prior written approval of City including without limitation information or reports required by government agencies to enable Consultant to perform its duties under this Contract and as may be required under the California Public Records Act excepting therefrom as may be provided by court order. Consultant will be allowed to retain copies of all deliverables.

B. **CONSULTANT TO DELIVER CITY PROPERTY.** Immediately upon termination, or upon the request by the City, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials and property of the City as may have been prepared or accumulated to date by the Consultant in performing this Contract. Consultant will be allowed to retain copies of all deliverables to the City.

9. **CONFLICTS OF INTEREST:**

A. **CONSULTANT** covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Contract. Consultant further covenants that in the performance of this Contract, Consultant shall take reasonable care to ensure that no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Contract. Consultant agrees to include language similar to this Section 9(A) in all contracts with subcontractors and agents for the work contemplated herein.

10. **CONFIDENTIAL INFORMATION:**

A. **ALL INFORMATION KEPT IN CONFIDENCE.** All materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees



that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

B. **REIMBURSEMENT FOR UNAUTHORIZED RELEASE.** If Consultant or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, the City has the right to reimbursement and indemnity from party releasing such information for any damages caused by the releasing party's, including the non-releasing party's attorney's fees and disbursements, including without limitation expert's fees and disbursements.

C. **COOPERATION.** City and Consultant shall promptly notify the other party should Consultant or City, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Contract and the work performed thereunder or with respect to any project or property located within the City. City and Consultant each retains the right, but has no obligation, to represent the other party and/or be present at any deposition, hearing or similar proceeding. Consultant and City agree to cooperate fully with the other party and to provide the other party with the opportunity to review any response to discovery requests provided by Consultant or City. However, City and Consultant's right to review any such response does not imply or mean the right by the other party to control, direct, or rewrite said response.

#### 11. **PROVISION OF LABOR, EQUIPMENT AND SUPPLIES:**

A. **CONSULTANT PROPERTY.** Consultant shall furnish all necessary labor, supervision, equipment, communications facilities, and supplies necessary to perform the services required by this Contract except as set forth in Exhibit \_\_\_\_\_. City acknowledges that all equipment and other tangible assets used by Consultant in providing these services are the property of Consultant and shall remain the property of Consultant upon termination of this Contract.

B. **SPECIAL SUPPLIES.** City shall be responsible for supplying any special supplies, stationary, notices, forms or similar items that it requires to be issued with a City logo. All such items shall be approved by the City Manager and shall be provided at City's sole cost and expense.





12. COMPLIANCE WITH LAW:

A. **COMPLIANCE REQUIRED.** Consultant shall keep itself informed of applicable local, state, and federal laws and regulations which may affect those employed by it or in any way affect the performance of its services pursuant to this Contract. Consultant shall observe and comply with all applicable laws, ordinances, regulations and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. Consultant shall at all times hold a valid contractor's license if performing any function or activity for which a license is required pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the California Business and Professions Code, and Consultant shall provide a copy of the license(s) upon the request of the City. The City, its officials, officers, elected officials, appointed officials and employees shall not be liable at law or in equity as a result of any failure of consultant to comply with this section.

B. **PREVAILING WAGES.** In the event it is determined that the Consultant is required to pay prevailing wages for the work performed under this Agreement, the Consultant shall pay all penalties and wages as required by applicable law.

13. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City Manager. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

14. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or notation. However, claims for money due or to become due Consultant from the City under this Contract may be assigned to a financial institution, but only with prior written consent of the City Manager. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City. The rights and benefits under this agreement are for the sole and exclusive benefit of the City and this Contract shall not be construed that any third party has an interest in the Contract.



15. **LIABILITY OF CONSULTANT:**

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally accepted standards of Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

16. **INDEMNIFICATION:**

A. **INDEMNIFICATION FOR PROFESSIONAL LIABILITY.** When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorneys fees and costs to the extent same are caused in whole or in part by any negligence or wrongful act, error or omission of Consultant, willful misconduct, or recklessness of its officers, agents, employees or subconsultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit \_\_\_\_ without the written consent of the Consultant.

B. **INDEMNIFICATION FOR OTHER THAN PROFESSIONAL LIABILITY.** Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant.

C. **GENERAL INDEMNIFICATION PROVISIONS.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section for each and every subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successor, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.



[the following paragraph is to be used only when the professional services contract is related to construction]

**D. INDEMNITY PROVISIONS FOR CONTACTS RELATED TO CONSTRUCTION.**

Without affecting the rights of City under any provision of this agreement, Consultant shall not be required to indemnify and hold harmless City of liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of consultant will be for that entire portion or percentage of liability not attributable to the active negligence of City.

**17. INSURANCE:**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit \_\_\_\_ attached to and part of this agreement.

**18. RECORDS:**

Consultant shall maintain complete and accurate records with respect to labor costs, material expenses, parcels abated or serviced and other such information required by City that relates to the performance of services under this Contract. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible and in a form acceptable to the City, which the City may specify and change from time to time. Consultant shall provide free access to the representatives of City or its designees, at reasonable times, to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts therefrom as necessary, and shall allow inspection of all work, data, documents, proceedings, and activities related to this Contract. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

**19. MISCELLANEOUS PROVISIONS:**

**A. ASSIGNMENT OR SUBSTITUTION.** City has an **NONDISCRIMINATION / NONPREFERENTIAL TREATMENT STATEMENT** In performing this Contract, the parties shall not discriminate or grant preferential treatment on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, and shall comply to the fullest extent allowed by law, with all applicable local, state, and federal laws relating to nondiscrimination.

**B. UNAUTHORIZED ALIENS.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. & 1101 et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to,



and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

C. **GOVERNING LAW**. The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Contract and also govern the interpretation of this Contract. Any litigation concerning this Contract shall take place in the San Luis Obispo Superior Court, federal diversity jurisdiction being expressly waived.

D. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant by this Contract. In recognition of that interest, neither any complete nor partial assignment of this Contract, may be made by Consultant nor changed, substituted for, deleted, or added to without the prior written consent of City which consent shall not be unreasonably withheld. Any attempted assignment or substitution shall be ineffective, null, and void, and constitute a material breach of this Contract entitling City to any and all remedies at law or in equity, including summary termination of this Contract. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Contract.

E. **ENTIRE CONTRACT**. This Contract constitutes the entire Contract and understanding between the parties relative to the services specified herein and there are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in this Contract and this Contract supersedes all prior understandings, agreements, courses of conduct, prior dealings among the parties and documentation of any kind without limitation.

F. **AMENDMENTS**. This Contract may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by each of the parties. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.

G. **CONSTRUCTION AND INTERPRETATION**. Consultant and City agree and acknowledge that the provisions of this Contract have been arrived at through negotiation and that each party has had a full and fair opportunity revise the provisions of this Contract and to have such provisions reviewed by legal counsel. Therefore, any ambiguities in construing or interpreting this Contract shall not be resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Contract.

H. **WAIVER**. The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Contract shall not be deemed a waiver with respect to any subsequent default or other matter.

I. **SEVERABILITY**. The invalidity, illegality or unenforceability, of any provision of this Contract shall not render the other provisions invalid, illegal or unenforceable.



J. **NOTICES.** All invoices, payments, notices, demands, requests, comments, or approvals that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties (deemed to have been received three (3) business days after deposit in the U.S. Mail) at the following addresses:

City: City of Atascadero  
City Manager  
6907 El Camino Real  
Atascadero, CA 93422  
Consultant [NAME OF CONSULTANT]  
[CONTACT PERSON]  
[Street Address]  
[City, state and zip code]

Each party may change the address at which it gives notice by giving ten (10) days advance, written notice to the other party.

K. **AUTHORITY TO EXECUTE.** The person or persons executing this Contract on behalf of Consultant warrant and represent that they have the authority to execute this Contract on behalf of their agency and further warrant and represent that they have the authority to bind Consultant to the performance of its obligations hereunder.

AGREED to this \_\_\_\_\_ day of \_\_\_\_\_, 2006 by the parties as follows.

Approved as to form: **[NAME OF CONSULTANT]**

\_\_\_\_\_  
Counsel for consultant

By: \_\_\_\_\_  
[Name and Title]



Approved as to form:

**CITY OF ATASCADERO**

By:\_\_\_\_\_

Patrick L. Enright, City Attorney

By:\_\_\_\_\_

[Name and Title]



---

**CERTIFICATE OF COMPLIANCE**  
**WITH LABOR CODE § 3700**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I have complied or will comply with such provisions before commencing the performance of the work of this contract. (Cal. Labor C. §§1860, 1861.)

CONSULTANT

---

[Insert Consultant Name and Title]

**EXHIBIT A**  
**Scope of Work**



**EXHIBIT B**

**Compensation and Method of Payment**

**EXHIBIT C**  
**Items Provided by City**

**EXHIBIT D**  
**Location Schedule**

**EXHIBIT E**  
**Insurance Requirements**

<b>1.</b>	<b>SCOPE AND STANDARDS:</b> .....	<b>1</b>
	A.CONTRACT .....	1
<b>2.</b>	<b>EMPLOYMENT STATUS OF PERSONNEL:</b> .....	<b>1</b>
	A.INDEPENDENT CONTRACTOR; EMPLOYEES OF CONSULTANT.....	1
	B.INDEPENDENT INVESTIGATION.....	2
	C.COMPLIANCE WITH EMPLOYMENT LAWS.....	2
	D.UNLAWFUL DISCRIMINATION PROHIBITED.....	2
<b>3.</b>	<b>TIME OF PERFORMANCE:</b> .....	<b>2</b>
<b>4.</b>	<b>COMPENSATION:</b> .....	<b>2</b>
	A.TERMS .....	2
	B.NO PAY FOR ADDITIONAL SERVICES WITHOUT WRITING.....	2
<b>5.</b>	<b>SUPERVISION, LABOR AGREEMENTS AND PERSONNEL:</b> .....	<b>3</b>
	A.CONSULTANT SUPERVISES PERSONNEL.....	3
	B.PERFORMANCE NOT SUBJECT TO EMPLOYMENT AGREEMENTS.....	3
	C.APPROVAL OF STAFF MEMBERS.....	3
<b>6.</b>	<b>TERMINATION</b> .....	<b>3</b>
	A.30 DAYS NOTICE.....	3
	B.OBLIGATIONS SURVIVE TERMINATION.....	3
<b>7.</b>	<b>CHANGES:</b> .....	<b>4</b>
<b>8.</b>	<b>PROPERTY OF CITY:</b> .....	<b>4</b>
	A.MATERIALS PREPARED EXCLUSIVE PROPERTY OF CITY .....	4
	B.CONSULTANT TO DELIVER CITY PROPERTY .....	4
<b>9.</b>	<b>CONFLICTS OF INTEREST:</b> .....	<b>4</b>
	A.CONSULTANT.....	4
<b>10.</b>	<b>CONFIDENTIAL INFORMATION:</b> .....	<b>5</b>
	A.ALL INFORMATION KEPT IN CONFIDENCE.....	5
	B.REIMBURSEMENT FOR UNAUTHORIZED RELEASE.....	5

	C.COOPERATION.....	5
<b>11.</b>	<b>PROVISION OF LABOR, EQUIPMENT AND SUPPLIES: .....</b>	<b>5</b>
	A.CONSULTANT PROPERTY.....	5
	B.SPECIAL SUPPLIES.....	5
<b>12.</b>	<b>COMPLIANCE WITH LAW:.....</b>	<b>6</b>
	A.COMPLIANCE REQUIRED.....	6
	B.PREVAILING WAGES.....	6
<b>13.</b>	<b>SUBCONTRACTING: .....</b>	<b>6</b>
<b>14.</b>	<b>ASSIGNABILITY: .....</b>	<b>6</b>
<b>15.</b>	<b>LIABILITY OF CONSULTANT:.....</b>	<b>7</b>
<b>16.</b>	<b>INDEMNIFICATION: .....</b>	<b>7</b>
	A.INDEMNIFICATION FOR PROFESSIONAL LIABILITY.....	7
	B.INDEMNIFICATION FOR OTHER THAN PROFESSIONAL LIABILITY.....	7
	C.GENERAL INDEMNIFICATION PROVISIONS.....	7
	D.INDEMNITY PROVISIONS FOR CONTACTS RELATED TO CONSTRUCTION.....	8
<b>17.</b>	<b>INSURANCE: .....</b>	<b>8</b>
<b>18.</b>	<b>RECORDS:.....</b>	<b>8</b>
<b>19.</b>	<b>MISCELLANEOUS PROVISIONS: .....</b>	<b>8</b>
	A.NONDISCRIMINATION/NONPREFERENTIAL STATEMENT.....	8
	B.UNAUTHORIZED ALIENS.....	8
	C.GOVERNING LAW.....	9
	D.ASSIGNMENT OR SUBSTITUTION.....	9
	E.ENTIRE CONTRACT .....	9
	F.AMENDMENTS .....	9
	G.CONSTRUCTION AND INTERPRETATION.....	9
	H.WAIVER.....	9

I.SEVERABILITY .....	9
J.NOTICES .....	10
<b>K. AUTHORITY TO EXECUTE.....</b>	<b>10</b>

**EXHIBIT 10: RFQ Recipient Labels**

JOHN LARSON URS CORPORATION 2625 S MILLER STREET, STE 104 SANTA MARIA CA 93455	DAN GIRA AMEC EARTH & ENV 104 W ANAPAMU STREET, STE 204A SANTA BARBARA CA 93101	APRIL HAWKINS A/E CONSULTANTS INFO NETWORK PO BOX 417816 SACRAMENTO CA 95841
JOLENE MILLER PMC 2729 PROSPECT PARK DR STE 220 RANCHO CORDOVA CA 95670	JILL O'CONNOR LSA ASSOCIATES INC 1998 SANTA BARBARA ST STE 120 SLO CA 93401	JOANNE CLARY LSA ASSOCIATES INC 1998 SANTA BARBARA ST STE 120 SLO CA 93401
RON DUKE HT HARVEY & ASSOCIATES 983 UNIVERSITY AVE BLDG D LOS GATOS CA 95032	GEOFF HOETKER SWCA ENVIRONMENTAL CONS. 1422 MONTEREY ST C200 SLO CA 93401	GLENN LAJOIE RBF CONSULTING PO BOX 57057 IRVINE CA 92619
PAUL CALDERWOOD RINCON CONSULTANTS 1530 MONTEREY ST STE D SLO CA 93401	ROBERT HARRINGTON TETRA TECH 7730 MORRO ROAD STE 204 ATASCADERO CA 93422	JASON BRANDMAN MICHAEL BRANDMAN ASSOCIATES 2633 CAMINO RAMON STE 460 SAN RAMON CA 94583
FRED TALARICO VISTA ENVIRONMENTAL 1278 GLENNEYRE ST STE 110 LAGUNA BEACH CA 92651	TRAVIS CRAWFORD QUAD KNOFF 5110 W CYPRESS AVE VISALIA CA 93277	CURTIS ZACUTO CHRISTOPHER A JOSEPH & ASSOC 30851 AGOURA RD STE 210 AGOURA HILLS CA 91301
TAMMY SEALE PMC 860 WALNUT ST STE B SLO CA 93401	CHRISTINE KRONNEBERG PBS&J 1200 2 <sup>ND</sup> STREET SACRAMENTO CA 95864	ADRIENNE GRAHAM & ASSOCIATES 4533 OXBOW DR SACRAMENTO CA 95864
JIM PARKER ESA 626 WILSHIRE BLVD STE 1100 LOS ANGELES CA 90017	JOHN F RICKENBACH JFR CONSULTING 7675 BELLA VISTA ROAD ATASCADERO CA 93422	LEE LISECKI JONES AND STOKES 811 W 7 <sup>TH</sup> ST STE 800 LOS ANGELES CA 90017