# CITY COUNCIL
# AGENDA REPORT

**SUBJECT:** Agreement with PMC for As-Needed Planning and Environmental Consultant Services

**AGENDA DATE:** October 7, 2008

**PREPARED BY:** Oliver M. Alvarado, Interim Planning Manager

**REVIEWED BY:** Armando G. Villa, Director of Development Services

**APPROVED FOR AGENDA BY:** Ralph G. Velez, City Manager

**RECOMMENDATION:** Adoption of Resolution: No. 2008-___ approving an Agreement with PMC for As-Needed Planning and Environmental Consultant Services and authorizing the execution of said Agreement by the City Manager.

**FISCAL IMPACT:** None.

**BACKGROUND INFORMATION:** As the Council may be aware, the Development Services Department has developed and maintains an as-needed consultant list for the purposes of providing project related environmental services in a timely manner. The current consultants on the list include RECON, ESA, HDR, BRG and Jones & Stokes. The consultants were selected after being screened and determined to posses the required qualifications and experience. The consultants cost are paid by the applicant through the City's Cost Recovery System and work under the City's direct supervision. This procedure has proven to be beneficial to both the City and applicant in facilitating project developments.

Because Jones & Stokes has been unresponsive to past requests of proposals, staff is recommending that they be replaced on the list by PMC. Besides providing environmental services, PMC would also be able to provide as-needed planning and project management services.

**DOCUMENTS ATTACHED:**

1. Council Resolution 2008-___ Approving an Agreement with PMC
2. Agreement for As-needed Consultant Services

RESOLUTION NO. 2008- ___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALEXICO
APPROVING AN AGREEMENT WITH PMC
FOR CONSULTANT SERVICES

WHEREAS, it is necessary for the City Council of the City of Calexico, California, (hereinafter referred to as "City Council") to approve a Consultant Agreement with PMC, a California Corporation (hereinafter referred to as "PMC") for As-Needed Planning and Environmental Consulting Services in order to provide planning assistance, project management and the preparation of Environmental Impact Report(s) and Assessments, Environmental Impact Statements, Negative Declaration(s), technical studies and other California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) documentation for upcoming projects; and

WHEREAS, the City Council finds that its approval of said Agreement is in the best interest of the City of Calexico, California.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CALEXICO, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. That the foregoing is true, correct and adopted.

2. That the City Council of the City of Calexico, California, does hereby approve the Agreement between the City of Calexico and PMC, for as-needed planning and environmental consulting services.

3. That the City Manager of the City of Calexico, California, is hereby authorized to sign said Agreement, a copy of which is on file in the office of the City Clerk, on behalf of the City of Calexico, California.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Calexico, California, held on the ____ day of _____, 2008.

CITY OF CALEXICO

_____
LOUIS FUENTES, MAYOR

ATTEST:

_____
LOURDES CORDOVA, CITY CLERK

APPROVED AS TO FORM:

_____
JENNIFER M. LYON, CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF IMPERIAL) ss
CITY OF CALEXICO )

I, Lourdes Cordova, City Clerk of the City of Calexico, California, do hereby certify that the foregoing Resolution No. 2008-____was duly and regularly adopted at a regular meeting of the City Council of the City of Calexico, California held on the _____ day of _____, 2008, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

(SEAL)

_____
LOURDES CORDOVA, CITY CLERK

# AGREEMENT
# FOR
# *AS-NEEDED PLANNING AND ENVIRONMENTAL CONSULTING SERVICES*

**THE CITY OF CALEXICO**
**AND**
**PMC**

# AGREEMENT BETWEEN THE CITY OF CALEXICO AND PMC FOR CONSULTING SERVICES

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This Agreement is made and entered into by the City of Calexico [City] and PMC [Consultant] for the Consultant to provide Consulting Services to the City for the preparation of as-needed planning and environmental consulting services [Project].

## RECITALS

The City wants to retain the services of a professional firm to provide the Consulting Services on an as needed, hourly fee basis, to be paid by project applicant(s).

The Consultant has the expertise, experience and personnel necessary to provide the Consulting Services for the Project.

The City and the Consultant [Parties] want to enter into an Agreement [Agreement] whereby the City will retain the Consultant to provide, and the Consultant shall provide, the Consulting Services for the Project on an as needed, hourly fee basis, to be paid by project applicant(s).

In consideration of the above recitals and the mutual covenants and conditions set forth, herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby set forth their mutual covenants and understandings as follows:

## ARTICLE I
## CONSULTING SERVICES

The above-listed recitals are true and correct and are hereby incorporated by reference.

### 1.1 Scope of Services.

The scope of services will include the provision of as-needed planning and environmental consultant services in order to assist in addressing future and current planning issues including project management and the preparation of environmental impact report(s) and assessment(s), environmental impact statements, negative declaration(s), technical studies and other California Quality Act (CEQA) and national Environmental Protection Act (NEPA) documentation for upcoming projects.

### 1.2 Task Administrator.

The Development Services Department is the task administrator for this Agreement. The Consultant shall provide the Consulting Services under the direction of a designated representative of the Development Services Department. The City's designated representative will communicate with the Consultant on all matters related to the administration of this Agreement and the Consultant's performance of the Consulting Services rendered hereunder. When this Agreement refers to communications to or with the City, those communications will be with the designated representative, unless the designated representative or the Agreement specifies otherwise.

### 1.3 City Modification of Scope of Services.

The City may, without invalidating this Agreement, order changes in any Task by altering, adding to or deducting from the Consulting Services to be performed. All such changes shall be in writing and shall be performed in accordance with the provisions of this Agreement. If any such changes cause an increase or decrease in the Consultant's cost of, or the time required for, the performance of any of the Consulting Services, the Consultant shall so notify the City.

If appropriate, an equitable adjustment to the Consultant's compensation may be made, provided that any adjustment must be approved by both Parties in writing.

**1.4 Written Authorization.**
Prior to performing any Consulting Services in connection with the Project, the Consultant shall obtain from the City a written authorization to proceed. The Consultant shall advise the City in writing immediately of any anticipated change in any Task, Fee Schedule, or Time Schedule, and shall obtain the City's written consent to the change prior to making any changes. In no event shall the City's consent be construed to relieve the Consultant from its duty to render all Consulting Services in accordance with applicable laws and accepted industry standards.

**1.5 Confidentiality of Services.**
All Consulting Services performed by the Consultant, including but not limited to all drafts, data, correspondence, proposals, reports, and estimates compiled or composed by the Consultant, pursuant to this Agreement, are for the sole use of the City, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the City. This provision does not apply to information that (a) was publicly known, or otherwise known to the Consultant, at the time that it was disclosed to the Consultant by the City, (b) subsequently becomes publicly known through no act or omission by the Consultant, or (c) otherwise becomes known to the Consultant other than through disclosure by the City. Except for Subconsultants covered by Section 4.4, neither the documents nor their contents shall be released to any third party without the prior written consent of the City.

## ARTICLE II
## DURATION OF AGREEMENT

**2.1 Term of Agreement.**
This Agreement shall be effective on the date it is executed by the last Party to sign the Agreement, and it shall be effective _____and shall end upon 30 days written notice to Consultant, or until completion of the last project hereunder that was issued prior to said 30 day written notice of termination.

**2.2 Time of Essence.**
Time is of the essence for each provision of this Agreement, unless otherwise specified in this Agreement.

**2.3 Notification of Delay**
The Consultant shall immediately notify the City in writing of any delay in completion of the Consulting Services. The written notice shall include an explanation of the cause for, and a reasonable estimate of the length of the delay. If the delay affects a material part of the Project, the City may exercise its rights under Sections 2.5-2.8 of this Agreement.

**2.4 Delay**
If delays in the performance of the Consulting Services are caused by unforeseen events beyond the control of both Parties, such delay may entitle the Consultant to a reasonable extension of time, but such delay shall not entitle the Consultant to damages or additional compensation. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the Consultant's work; inability to obtain materials, equipment or labor; required additional Consulting Services; or other specific reasons agreed to between the City and the Consultant; provided, however, that (a) this provision shall not apply and the Consultant shall not be entitled to an extension of time for a delay caused by the acts or omissions of the Consultant; and, (b) that a delay caused by the inability to obtain materials shall not entitle the Consultant to an extension of time unless the Consultant furnishes the City, in a timely manner, documentary proof, to the City's satisfaction, of the inability to obtain materials.

**2.5 City's Right to Suspend for Convenience.**
The City may, at its sole option and for its convenience, suspend all or any portion of the Consultant's performance of the Consulting Services, for a reasonable period of time not to exceed six months. In accordance with the provisions of this Agreement, the City will give written notice to the Consultant of such suspension. In the event of such a suspension, in accordance with the provisions of Article III of this Agreement, the City shall pay to the Consultant a sum equivalent to the reasonable value of the Consulting Services the Consultant has performed up to the date of suspension. Thereafter, the City may rescind such suspension by giving written notice of rescission to the Consultant. The City may then require the Consultant to resume performance of the Consulting Services in compliance with the terms and conditions of this Agreement; provided, however, that the Consultant shall be entitled to an extension of time equal to the length of the suspension, unless otherwise agreed to in writing by the Parties.

**2.6 City's Right to Terminate for Convenience.**
The City may, at its sole option and for its convenience, terminate all or any portion of the Consulting Services agreed to pursuant to this Agreement by giving written notice of such termination to the Consultant. Such notice shall be delivered by certified mail with return

receipt for delivery to the City. The termination of the Consulting Services shall be effective upon receipt of the notice by the Consultant. After termination of this Agreement, the Consultant shall complete any and all additional work necessary for the orderly filing of documents and closing of the Consultant's Consulting Services under this Agreement. For services rendered in completing the work, the Consultant shall be entitled to fair and reasonable compensation for the Consulting Services performed by the Consultant before the effective date of termination. After filing of documents and completion of performance, the Consultant shall deliver to the City all drawings, plans, calculations, specifications and other documents or records related to both the Project and to the Consultant's Consulting Services on all Task(s). By accepting payment for completion, filing and delivering documents as called for in this paragraph, the Consultant discharges the City of all of the City's payment obligations and liabilities under this Agreement.

**2.7 City's Right to Terminate for Default.**

If the Consultant fails to perform or adequately perform any obligation required by this Agreement, the Consultant's failure constitutes a Default. If the Consultant fails to satisfactorily cure a Default within ten calendar days of receiving written notice from the City specifying the nature of the Default, the City may immediately cancel and/or terminate this Agreement, and terminate each and every right of the Consultant, and any person claiming any rights by or through the Consultant under this Agreement. The rights and remedies of the City enumerated in Section 2.7 are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this Agreement. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Consultant.

**2.8 City's Right to Terminate for Bankruptcy or Assignment for the Benefit of Creditors.**

If the Consultant files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to or demand upon the Consultant, immediately cancel and/ or terminate this Agreement, and terminate each and every right of the Consultant, and any person claiming any rights by or through the Consultant. The rights and remedies of the City enumerated in Section 2.8 are cumulative and shall not limit, waive, or deny any of the City's rights under any other provision of this Agreement. Nor does this Section otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or hereinafter enacted or established, that may be available to the City against the Consultant.

## ARTICLE III
## COMPENSATION

**3.1 General.**
The City shall pay the Consultant for all the Consulting Services and all expenses related to performance under this Agreement, in an amount as set forth in the Fee Schedule, attached as Exhibit B. The Consultant shall be entitled to compensation for the Consulting Services under this Agreement, whether within the scope of work for any Task, or as Additional Services, based on the Fee Schedule- Exhibit B. For the duration of this Agreement, the Consultant shall not be entitled to fees which exceed the Fee Schedule – Exhibit B. Prior to beginning performance on each Task, Consultant shall provide a proposal to the City including a not to exceed cost estimate for each Task, a schedule of work, and a scope of work. The scope of work shall include all activities or work reasonably anticipated as necessary for successful completion of each Task presented by the City.

**3.2 Manner of Payment.**
The Consultant shall bill all fees and expenses incurred in accordance with this Agreement directly to the City on a monthly basis.

**3.2.1 Payments** The Consultant shall submit one invoice per calendar month for work performed in accordance with the Fee Schedule-Exhibit B. The Consultant shall include with each invoice a description of completed work. Undisputed portions of invoices to the City must be in accordance with the Fee Schedule – Exhibit B and will be payable if approved, within thirty calendar days of receipt.

**3.3 Additional Services.**
If the City requires additional Consulting Services [Additional Services] beyond the Task, except for Additional Costs as described in Section 3.4 of this Agreement, the Consultant will be paid an additional fee. Additional Services shall be in accordance with the rates provided in the Fee Schedule-Exhibit B. The City and the Consultant must agree in writing upon such fee prior to the Consultant beginning the Additional Services.

**3.4 Additional Costs.**
Additional Costs are those costs that can be reasonably determined to be related to the Consultant's errors or omissions, and may include Consultant, City, or Sub consultant overhead, construction, materials, demolition, and related costs. The Consultant shall not be paid for the Consulting Services required due to the Consultant's errors or omissions, and the Consultant shall be responsible for any Additional Costs associated with such errors or omissions. These Additional Costs may be deducted from monies due, or that become due, the Consultant. Whether or not there are any monies due, or becoming due, the Consultant shall reimburse the City for Additional Costs due to the Consultant's errors or omissions.

**3.5 Eighty Percent Notification.**
The Consultant shall promptly notify the City in writing of any potential cost overruns. Cost overruns include, but are not limited to the following: (1) where anticipated costs to be incurred in the next sixty calendar days, when added to all costs previously incurred, will exceed 80 percent of the maximum compensation for this Agreement; or (2) where the total cost for performance of the Scope of Services appears that it may be greater or less than the maximum compensation for this Agreement.

## ARTICLE IV
## CONSULTANT'S OBLIGATIONS

**4.1 Industry Standards.**
In addition to the Consultant's covenants described in Article VI hereof, the Consultant agrees that the Consulting Services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional design engineering firm using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Where approval by the City, the City Manager, or other representatives of the City is required, it is understood to be general approval only and does not relieve the Consultant of responsibility for complying with all applicable laws, codes, and good consulting practices.

**4.2 Right to Audit.**

**4.2.1 Access.** The City retains the right to review and audit, and the reasonable right of access to Consultant's and all Subconsultant's premises to review and audit the Consultant's compliance with the provisions of this Agreement [City's Right]. The City's Right includes the right to inspect and photocopy same, and to retain copies, outside of the Consultant's premises, of any and all records with appropriate safeguards, if such retention is deemed necessary by City in its sole discretion. This information shall be kept by the City in strictest confidence allowed by law.

**4.2.2 Audit.** The City's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that the City determines are necessary to discover and verify that the Consultant is in compliance with all requirements under this Agreement.

**4.2.2.1 Cost Audit.** If there is a claim for additional compensation or for Additional Services, the City's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that the City determines are necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

**4.2.2.1.1** Accounting Records. The Consultant shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. The Consultant shall make available to the City for review and audit; all Project related accounting records and documents, and any other financial data. Upon the City's request, the Consultant shall submit exact duplicates of originals of all requested records to the City.

**4.2.3** City's Right--Binding on Subconsultants. The Consultant shall include the City's Right as described in Section 4.2, in any and all of their subcontracts, and shall ensure that these sections are binding upon all Subconsultants.

**4.3 Insurance.**
Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "C" attached to and part of this agreement.

**4.4 Subconsultants.**
The Consultant's hiring of or retaining any third parties [Subconsultants] to perform services related to the Project [Subconsultant Services] is subject to prior approval by the City. The Consultant shall list on the Subconsultants List all Subconsultants known to the Consultant at

the time this Agreement is entered. If at any time after this Agreement is entered into the Consultant identifies a need for additional Subconsultant Services, the Consultant shall give written notice to the City of the need, at least forty-five days before entering into a contract for such Subconsultant Services. The Consultant's notice shall include a justification, a description of the scope of work, and an estimate of all costs for the Subconsultant Services. The Consultant may request that the City reduce the forty-five day notice period. The City agrees to consider such requests in good faith.

**4.4.1 Subconsultant Contract**. All contracts entered into between the Consultant and a Subconsultant shall contain the information as described in Sections 4.6, 4.7 and , 4.10.2 as well as any other information, terms, and conditions required elsewhere in this Agreement to be included in said agreements), and shall also provide as follows:

**4.4.1.1** For each design professional Subconsultant, each Subconsultant shall obtain insurance policies which shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement. Each Subconsultant shall obtain, and the Consultant shall require the Subconsultant to obtain, all policies described in Exhibit "C".

**4.4.1.2** The Consultant is obligated to pay the Subconsultant, for Consultant- and City-approved invoice amounts, out of amounts paid by the City to the Consultant, not later than fourteen working days from the Consultant's receipt of payment from the City. Nothing in this paragraph shall be construed to impair the right of the Consultant and any Subconsultant to negotiate fair and reasonable pricing and payment provisions among themselves.

**4.4.1.3** In the case of a deficiency in the performance of Subconsultant Services, the Consultant shall notify the City in writing of any withholding of payment to the Subconsultant, specifying: (a) the amount withheld; (b) the specific cause under the terms of the subcontract for withholding payment; (c) the connection between the cause for withholding payment and the amount withheld; and (d) the remedial action the Subconsultant must take in order to receive the amount withheld. Once the Subconsultant corrects the deficiency, the Consultant shall pay the Subconsultant the amount withheld within fourteen working days of the Consultant's receipt of the City's next payment.

**4.4.1.4** In any dispute between the Consultant and Subconsultant, the City shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The Consultant agrees to defend and indemnify the City as described in Article VI of this Agreement in any dispute between the Consultant and Subconsultant should the City be made a party to any judicial or administrative proceeding to resolve the dispute in violation of this position.

**4.4.1.5** The Subconsultant is bound to the same requirements as the primary consultant for assurances to the City regarding non-discrimination covenants set forth in Article IV, Section 4.6.

**4.4.1.6** Each Subconsultant shall obtain insurance policies which shall be kept in full force and effect during any and all work on this Project and for the duration of this Agreement. Each Subconsultant shall obtain, and the Consultant shall require the Subconsultant to obtain, all policies described in Exhibit "C".

**4.5 Contract Activity Report.**
The Consultant shall submit statistical information to the City as requested in the City's Contract Activity Report. The statistical information shall include the amount of subcontracting provided by firms during the period covered by the Contract Activity Report. With the Contract Activity Report, the Consultant shall provide an invoice from each Subconsultant listed in the report. The Consultant agrees to issue payment to each firm listed in the Report within fourteen working days of receiving payment from the City for Subconsultant Services as described in Section 4.4.1.

**4.6 Non-Discrimination Requirements.**
The Consultant shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of Subconsultants, vendors or suppliers. The Consultant shall provide equal opportunity for Subconsultants to participate in subconsulting opportunities. The Consultant understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. This language shall be in contracts between the Consultant and any Subconsultants, vendors and suppliers.

**4.7 Drug-Free Workplace.**
The Consultant agrees to ensure a drug free work place. The Consultant shall certify to the City that it will provide a drug-free workplace by submitting a Consultant Certification for a Drug-Free Workplace form.

**4.7.1** Consultant's Notice to Employees. The Consultant shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.

**4.7.2** Drug-Free Awareness Program. The Consultant shall establish a drug-free awareness program to inform employees about all of the following:

**4.7.2.1** The dangers of drug abuse in the work place.

**4.7.2.2** The policy of maintaining a drug-free work place.

**4.7.2.3** Available drug counseling, rehabilitation, and employee assistance programs.

**4.7.2.4** The penalties that may be imposed upon employees for drug abuse violations.

**4.7.3** Posting the Statement. In addition to Section 4.7.1 above, the Consultant shall post the drug-free policy in a prominent place.

**4.7.4** SubConsultant's Agreements. The Consultant further certifies that each contract for Subconsultant Services for this Project shall contain language that binds the Subconsultant to comply with the provisions of Article IV, Section 4.7 of this Agreement. Consultants and Subconsultants shall be individually responsible for their own drug-free work place program.

**4.8 Intentionally Deleted.**

**4.9 Product Endorsement.**
The Consultant acknowledges and agrees that any advertisement identifying or referring to the City as the user of a product or service requires the prior written approval of the City.

**4.10 Conflict of Interest.**
The Consultant is subject to all federal, state and local conflict of interest laws, regulations and policies applicable to public contracts and procurement practices, including but not limited to California Government Code sections 1090, et. seq. and 81000, et. seq. Consultant shall complete one or more statements of economic interest disclosing relevant financial interests as described on [Exhibit D - Consultant's Statement of Financial Interest] hereto which may be amended from time to time by City. Upon the City's request, the Consultant shall submit the necessary supplementary documentation to the City.

**4.10.1** The Consultant shall establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

**4.10.2** The Consultant and its Subconsultants having subcontracts amounting to one percent (1%) or more of the value of the Consulting Services agreed to under this Agreement are precluded from participating in design services, on behalf of the contractor, construction management, and any other construction services related in any way to the Consulting Services without the prior written consent of the City.

**4.10.3** The Consultant's personnel employed on any Task shall not accept gratuities or any other favors from any Subconsultants or potential Subconsultants. In connection with any Task, the Consultant shall not recommend or specify any product, supplier, or contractor with whom the Consultant has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

**4.10.4** If the Consultant violates any conflict of interest laws or any of these provisions in Section 4.10, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Consultant to liability to the City for attorney fees and all damages sustained as a result of the violation.

**4.11 Mandatory Assistance.**
If a third party dispute or litigation, or both, arises out of, or relates in any way to the Consulting Services provided under this Agreement, upon the City's request, the Consultant, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The Consultant's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

**4.12 Compensation for Mandatory Assistance.**
The City will compensate the Consultant for fees incurred for providing Mandatory Assistance as Additional Services under Section 3.3. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part; to the acts or omissions of the Consultant, its agents, officers, or employees, the Consultant shall pay back the City. The City is then entitled to repayment of all fees paid to the Consultant, its agents, officers, and employees for Mandatory Assistance.

**4.13 Attorney Fees related to Mandatory Assistance.**
In providing the City with dispute or litigation assistance, the Consultant or its agents, officers, and employees may incur expenses and/or costs. The Consultant agrees that any attorney fees it may incur as a result of assistance provided under Section 4.11 are not reimbursable. The Parties agree this provision does not in any way affect their rights to seek attorney fees under Article VII, Section 7.8 of this Agreement.

## ARTICLE V
## CITY'S OBLIGATIONS

**5.1 Ownership of Documents.**
Once the Consultant has received any compensation for the Consulting Services performed, all documents, including but not limited to, original plans, studies, sketches, drawings, computer printouts and disk files, and specifications prepared in connection with or related to any Task or Consulting Services, shall be the property of the City. The City's ownership of these documents includes use of, reproduction or reuse of and all incidental rights, whether or not the work for which they were prepared has been performed. The City's ownership entitlement arises upon payment or any partial payment for work performed and includes ownership of any and all work product completed. This Section shall apply whether the Consultant's Consulting Services are terminated: (a) by the completion of the Project, or (b) in accordance with other provisions of this Agreement. Notwithstanding any other provision of this paragraph or Agreement, the Consultant shall have the right to make copies of all such plans, studies, sketches, drawings, computer printouts and disk files, and specifications. The Consultant shall not be responsible for damage caused by subsequent changes to or uses of the plans or specifications, where the subsequent changes or uses are not authorized or approved by the Consultant, provided that the service rendered by the Consultant was not a proximate cause of the damage.

**5.2 Additional Consultants or Contractors.**
The City reserves the right to employ, at its own expense, such additional consultants or contractors as the City deems necessary to perform work or to provide the Consulting Services on the Project.

**5.3 Employment of City Staff.**
This Agreement may be unilaterally and immediately terminated by the City, at its sole discretion, if the Consultant employs an individual who, within the last twelve months immediately preceding such employment did, in the individual's capacity as an officer or employee of the City, participate in, negotiate with, or otherwise have an influence on the recommendation made to the City Council or City Manager in connection with the selection of the Consultant.

## ARTICLE VI
## INDEMNIFICATION

**6.1 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 attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, 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 "A" without the written consent of the Consultant.

**6.2 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.

**6.3 General Indemnification Provisions.**
Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from 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 successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.

## ARTICLE VII
## MISCELLANEOUS

**7.1 Notices.**
In all cases where written notice is required under this Agreement, service shall be deemed sufficient if the notice is deposited in the United States mail, postage paid. Proper notice shall be effective on the date it is mailed, unless provided otherwise in this Agreement. For the purpose of this Agreement, unless otherwise agreed in writing, notice to the City shall be addressed to: **Development Services Department, 608 Heber Avenue, Calexico, CA 92231** and notice to the Consultant shall be addressed to **PMC, 2600 V Street, Sacramento, CA 95818-1914.**

**7.2 Headings.**
All article headings are for convenience only and shall not affect the interpretation of this Agreement.

**7.3 Non-Assignment.**
The Consultant shall not assign the obligations under this Agreement, whether by express assignment or by sale of the company, nor any monies due or to become due, without the City's prior written approval. Any assignment in violation of this paragraph shall constitute a Default and is grounds for immediate termination of this Agreement, at the sole discretion of the City. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

**7.4 Independent Contractors.**
The Consultant and any Subconsultants employed by the Consultant shall be independent contractors and not agents of the City. Any provisions of this Agreement that may appear to give the City any right to direct the Consultant concerning the details of performing the Consulting Services, or to exercise any control over such performance, shall mean only that the Consultant shall follow the direction of the City concerning the end results of the performance.

**7.5 Consultant and Subconsultant Principals for Consulting Services.**
It is understood that this Agreement is for unique Consulting Services. Retention of the Consultant's Consulting Services is based on the particular professional expertise of the individuals rendering the services set forth in each Task. Accordingly, portions of the described service may not be delegated to other members of the team or Subconsultants without prior written consent by the City. It is mutually agreed that Lee Sherwood, Principal, is the principal person responsible for delivery of all Consulting Services and may not be removed from any tasks without the City's prior written approval. In the event Mr. Sherwood becomes unavailable for any reason, the City must be consulted as to any replacement. Further, the City reserves the right, after consultation with the Consultant, to require removal of the Consultant's employees or agents.

**7.6 Covenants and Conditions.**
All provisions of this Agreement expressed as either covenants or conditions on the part of the City or the Consultant, shall be deemed to be both covenants and conditions.

**7.7 Compliance with Controlling Law.**
The Consultant shall comply with all laws, ordinances, regulations, and policies of the federal, state, and local governments applicable to this Agreement, including California Labor Code section 1720 as amended in 2000 relating to the payment of prevailing wages during the design and pJ&Sstruction phases of a project, including inspection and land surveying work. In addition, the Consultant shall comply immediately with all directives issued by the City or its authorized representatives under

authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

**7.8 Jurisdiction, Venue, and Attorney Fees.**
The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of Imperial, State of California.

**7.9 Successors in Interest.**
This Agreement and all rights and obligations created by this Agreement shall be in force and effect whether or not any Parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any Party's successor in interest.

**7.10 Integration.**
This Agreement and the exhibits and references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or an amendment to this Agreement agreed to by both Parties. All prior negotiations and agreements are merged into this Agreement.

**7.11 Counterparts.**
This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

**7.12 No Waiver.**
No failure of either the City or the Consultant to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.

**7.13 Severability**
The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

**7.14 Municipal Powers**
Nothing contained in this Agreement shall be construed as a limitation upon the powers of the City as a general law city of the State of California.

**7.15 Drafting Ambiguities.**
The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision that is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

**7.16 Signing Authority.**
The representative for each Party signing on behalf of a corporation, partnership, joint venture, or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

**7.17 Conflicts Between Terms.**
If an apparent conflict or inconsistency exists between the main body of this Agreement and the Exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the City Council of the City of Calexico, acting by and through the City Manager, pursuant to Resolution No. _____ , authorizing such execution, and by the Consultant.

Dated this ____day of_____, 2008.

CITY OF CALEXICO:

_____

Ralph G. Velez Date
City Manager

CONSULTANT:

_____

Date
PMC

APPROVED AS TO FORM:

_____

Jennifer M. Lyon Date
City Attorney

ATTEST:

_____

Lourdes Cordova Date
City Clerk

## Exhibit A

Scope of Service

As-needed planning and environmental consultant services in order to assist in addressing future and current planning issues including project management and the preparation of environmental impact report(s) and assessment(s), environmental impact statements, negative declaration(s), technical studies and other California Quality Act (CEQA) and national Environmental Protection Act (NEPA) documentation.

**EXHIBIT B**

August 7, 2008

CURRENT HOURLY RATES

# EXHIBIT "C"

## INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

## I
## TYPES OF INSURANCE

Consultant shall provide the following types and amount of insurance:

A. Commercial General Liability.

Commercial General Liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than $1,000,000 per occurrence.

B. Business Auto Coverage.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbols 7 and 8. (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than $1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a nonowned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

C. Excess or Umbrella Liability Insurance.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum $25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf' basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than $1,000,000.00 per occurrence.

D. Professional Liability or Errors and Omissions Insurance.

Professional Liability or Errors and Omissions insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than $1,000,000 per claim and in the aggregate. The policy must "pay on behalf of the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

## II
## *INSURER QUALIFICATIONS*

Insurance procured pursuant to these requirements shall be written by insurer that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

## III
## GENERAL CONDITIONS

**General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:**

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, County and Developer, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors, and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all subconsultants to do likewise.

3. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsements of any kind that has not been first submitted to City and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any subconsultants.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interest under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

8. Endorsements and certificate(s) are to reflect that the insurer will provide 10 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such endorsements or certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.

10. Consultant agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any Party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City not does it waive any rights hereunder in this or any other regard.

15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and an additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.

18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only at it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.

20. The requirements in this Exhibit supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Exhibit.

21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

# EXHIBIT D

CONSULTANT'S FINANCIAL DISCLOSURE STATEMENT

[As determined by City Manager]

PMC®

August 7, 2008

Oliver M. Alvarado, AICP
Planning Manager
**CITY OF CALEXICO, DEPARTMENT OF PLANNING**
608 Heber Avenue
Calexico, CA 92231

**RE: PROPOSAL FOR ON-CALL PLANNING SERVICES – PLANNING AND ENVIRONMENTAL**

Dear Mr. Alvarado:

Thank you for the opportunity to present a proposal to provide on-call planning and environmental staff services. I am pleased to submit the following for your consideration.

## INTRODUCTION

Pacific Municipal Consultants (PMC) is dedicated to serving the needs of cities, counties, and other governmental agencies by providing a complementary range of municipal support and management services. PMC has offices in El Centro, San Diego, Los Angeles, Monterey, Oakland, Davis, Rancho Cordova, Chico, Mt. Shasta, Phoenix and other project locations.

PMC provides to our clients comprehensive environmental services; contract staff assistance; strategic planning services, public affairs, public relations, resource management, General and Specific Plan (including Housing Element) preparation, updates and implementation; Zoning Code preparation, updates, and enforcement; design guidelines; LAFCo/Annexation services; regulatory permitting assistance; fiscal and impact fee studies; infrastructure and facility finance planning; GIS, and all aspects of current and advanced planning assistance. The firm was established in 1995 with a mission to provide planning, environmental and municipal services to public agencies, special districts and public-oriented organizations, and has provided service to more than 200 cities, counties, and special districts throughout California. The Company has grown steadily and today consists of over 220 employees working out of its ten primary offices.

## UNDERSTANDING OF THE CITY'S NEEDS

PMC understands that the City desires on-call Planning & Environmental Staff services. The City desires a variety of on-call staffing services to assist with a fluctuating and currently heavy workload. Staffing services would include contract staff working on processing/reviewing specific plans and/or processing/reviewing environmental documents (EIR's, MND's ND's, etc). Staffing services would also

include assistance in preparing environmental documents to comply with the City's "lead agency" requirements.

## SCOPE OF SERVICES

PMC contract staff will provide a range of skills and experience that will match the complexity of projects assigned. The level of contract staffing can fluctuate with workloads. PMC's project manager, Gary Wayne, will manage the contract staff. Mr. Wayne will work closely with designated City staff to ensure coordination and that City objectives are met. Kevin Grant will serve as the Assistant Project Manager. He will serve as Mr. Wayne's back up and will manage any desired environmental review services.

### SPECIFIC PLAN PROJECT MANAGEMENT

The senior level PMC team that will assist the City will include Gary Wayne and Kevin Grant. Gary Wayne will take the lead as Specific Plan peer review project manager. Gary Wayne has significant experience in preparing every type of policy document, including specific plans, and reviewing and processing every type of legislative and development application. Kevin Grant has significant CEQA/NEPA experience and he will take the lead in providing environmental services. Additionally, PMC will draw on the entire resources of the firm to meet the specific needs of the City and this Specific Plan project.

### SPECIFIC PLAN AND RELATED ACTIONS SCOPE OF SERVICES

Under the direction of the Planning Director and in coordination with other City management staff, PMC will do the following:

- Meet with appropriate City staff to participate in discussions regarding the proposed project sites/specific plans being completed.

- Review the proposed Specific Plans for consistency with Sections 65450-65457 of the Government Code and the City's General Plan, zone code and any applicable codes, policies and programs. Comments will be prepared by PMC staff. PMC is available to meet with the applicant to discuss any issues and/or provide clarifications. It is assumed that the applicant will revise the SP consistent with City comments; however, experience suggests that the City and the applicant will collaborate to resolve project issues. After the issues have been resolved and the SP has been revised to the satisfaction of the City, PMC may assist in processing the SP through Council action. Processing includes preparation of staff reports, resolutions, ordinances, notices and presentation before the hearing bodies.

PMC is also available to perform the following tasks if required:

- Prepare and process the pre-annexation zone change and the General Plan amendment to designate the site and allow for the approval of the SP (text and map amendments).

- Review the tentative subdivision map (TSM) for consistency with applicable City of Calexico codes, policies, and programs (including the General Plan and City's zone code). PMC will

coordinate this review with engineering staff. When all TSM issues have been resolved, the map will be processed through to the final decision maker.

### RELATED ENVIRONMENTAL SERVICES

PMC, in our association with our knowledgeable and experienced sub-consultants, are capable of peer reviewing and / or preparing Environmental Impact Reports.

Any environmental documentation for the proposed projects will be reviewed/prepared in accordance with the current State Guidelines for implementing the California Environmental Quality Act (CEQA). Discussion will include the potential environmental impacts of the project, including the pre-zoning, General Plan Amendment, and tentative subdivision map. In reviewing the EIR, the project team will work closely with the City and other responsible agencies and concerned parties to ensure that the EIR accurately describes the projects' significant impacts. In this regard, the EIR is intended to document the potential impacts of the projects and to review/enhance mitigation measures in accordance with Sections 15080 and 15160 of the CEQA Guidelines. PMC understands the critical issues that surround the planning and environmental review process for development projects. PMC staff has extensive knowledge of CEQA and CEQA-related case law. Our project team is committed to preparing high-quality, user-friendly documents that meet the requirements of CEQA and our clients, in an efficient and cost-effective manner.

## EIR PROJECT MANAGEMENT

For the environmental portion of the Specific Plan's review, Mr. Grant will be the main point of contact throughout the environmental documentation process, and will have responsibility for the review and oversight of all project members and administration. He will also maintain regular contact with the City, technical specialists, and affected agencies throughout the process and will provide status reports of project activities and potential issues to the City.

## FEES FOR SERVICE

PMC proposes that the scope of services be performed on a time and materials basis according to the following fee schedule. The City may want to consider a cost recovery system to partially or fully offset PMC's fees. One possible scenario we propose is that PMC fees be handled as a pass through expense to the developer. The City would collect a deposit from the developer. PMC contract staff would keep track of time spent be project and submit monthly invoices by project number. PMC fees would be paid from the developer deposit. Another possible scenario is that PMC fees would be partially or fully funded by the application fees paid by the developer on those projects assigned to PMC. These and other options could be discussed further, should the City select PMC for contract staffing.

| Team Member - Title | Hourly Rate |
|---|---|
| Gary Wayne, Project Manager | $120 |
| Kevin Grant, Environmental Lead | $110 |
| Lisa Davison, Environmental Planner | $105 |
| Cristina Keller, Associate Urban and Environmental Planner | $105 |

| | | |
|---|---|---|
| Patrick Zabrocki | Associate Urban and Environmental Planner | $85 |

## SCHEDULE

PMC will begin work upon receipt of a notice to proceed and an acceptable agreement for the payment for services incurred during contract negotiations and execution.

## BIOGRAPHIES OF KEY PERSONNEL

**Gary Wayne** - Mr. Wayne has over 30 years of experience in urban and environmental planning, with an extensive background in public sector planning. Mr. Wayne has been responsible for the management of planning operations including current and long-range planning, growth management, habitat management, local coastal program administration, environmental planning, regional planning, redevelopment planning, as well as compliance with state and federal mandate laws and programs. His public sector planning includes considerable background in capital improvements planning and financing as well as developing optimal organizational processes and structures to provide public facilities and services either concurrent or in advance of demand.

Mr. Wayne also has over 7 years experience as a coastal geomorphologist/coastal geophysics and past university lecturer on the subject. Additionally, he has over 28 years experience in Coastal Zone Management. He has prepared five fully certified Local Coastal Programs (LCP's), numerous major LCP amendments and processed a significant amount of coastal development permits through the Commission (when it has jurisdiction). In addition, he maintains an excellent working relationship with the regional and statewide staff of the California Coastal Commission, Coastal Conservancy, and State Lands Commission and with representatives of the various state and federal wildlife agencies charged with the responsibility of protecting coastal resources.

**Kevin Grant** - As a senior associate, Mr. Grant has proven to be an effective and experienced leader, having completed a broad range of environmental and land-use planning projects in this capacity. Acting as project director for Environmental Impact Report preparation, Mr. Grant's responsibilities include attendance at required meetings, management of all staff and coordination with sub-consultants. He is involved in the drafting of the Project Description, Alternatives, and Cumulative Impacts sections of EIRs. Mr. Grant is also involved in drafting of Mitigation Monitoring and Reporting Programs and conducts primary level senior review of all EIR documents for the San Diego office. Mr. Grant has over 11 years of experience in the planning and environmental field. He has experience with analysis and project management in support of environmental document preparation and production, as well as long-range planning experience with general/comprehensive plans, master plans, specific plans and design guidelines, in addition to current planning.

Thank you for the opportunity to serve the City of Calexico. Please contact me if you would like to discuss this proposal or have any questions.

Sincerely,

Kevin Grant
Senior Associate
Mobile: 858.342.8808

Gary E. Wayne
Director of Planning Services
Mobile: 858.342.8808

KG:gw:jd

Enclosures/Attachments
- References

P:\California, State of\Calexico, City of\P08-1150 As-Needed Planning Services\P08-1150 Calexico As-Needed Planning Services Formatted.doc

# ATTACHMENTS

## REFERENCES

Provided below are professional references for PMC. The individuals below are current or past clients for whom PMC has provided similar services.

| Contact Information | Work Completed |
|---|---|
| **Jurg Heuberger**<br>County of Imperial<br>(760) 482-4236 | Planning & Environmental Services |
| **Jim Minnick**<br>County of Imperial<br>(760) 482-4236 | Planning & Environmental Services |
| **Jorge Galvan**<br>City of Imperial<br>(831) 355-1152 | Planning & Environmental Services |
| **Norma Villacana**<br>City of El Centro<br>(760) 337-4545 | Planning Services |