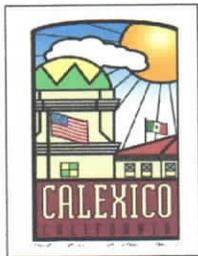


**AGENDA
ITEM**

7



AGENDA STAFF REPORT

DATE: November 15, 2017

TO: Mayor and City Council

APPROVED BY: Armando G. Villa, City Manager 

PREPARED BY: Ralph Morales, Planning & Building Manager 

SUBJECT: El Portal Development - Approval of Reimbursement Agreement with Imperial Valley Builders, LP, Environmental Consulting Services Agreement with Ericsson Grant, Inc. and Letter of Agreement with Coury Planning & Environmental for Preparation of Environmental Documents and Planning Consulting Services for Project No. UA 2017-08

=====

Recommendation:

City Council approve one action item with three agreements:

1. Reimbursement Agreement with Imperial Valley Builders, LP.
2. Environmental Consulting Services Agreement with Ericsson Grant, Inc.
3. Letter of Agreement for Planning Consulting Services with Coury Panning & Environmental.

Background:

Imperial Valley Builders, LP (Developer) seeks to construct a project (UA No. 2017-08) which consists of the subdivision of approximately XX acres into approximately XXX dwellings in the City of Calexico. This project requires planning entitlement review and environmental clearance in compliance with local zoning standards and the California Environmental Quality Act (CEQA). The City will hire two consultants to complete the require planning and environmental review and the Developer acknowledges and agrees that the costs associated with the preparation of environmental clearance and environmental review documents are project specific costs that are the responsibility of the Developer as part of the entitlement process.

Discussion & Analysis:

With the execution of the Reimbursement Agreement, the applicant agrees to reimburse the city 100% of the actual cost and expenditures incurred by staff and the city's planning and environmental consultant. The city will also be

AGENDA
ITEM
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required to execute a Professional Service Agreement with Ericsson Grant, Inc. and Coury Planning & Environmental to complete the required zoning entitlements and environmental clearance in compliance with the California Environmental Quality Act (CEQA).

Fiscal Impact:

No direct impact to the city's General Fund. The applicant Imperial Valley Builders, LP will reimburse the city for all administrative and consulting costs associated with Planning and Environmental Consulting Services provided by Ericsson Grant, Inc. and Coury Planning & Environmental in the amount of \$109,829.00.

Coordinated With:

City Attorney's Office.

Attachments:

1. Developer's Approval Email dated November 2, 2017.
2. Reimbursement Agreement between the City of Calexico and Imperial Valley Builders, LP.
3. Professional Service Agreement and Proposal between City of Calexico and Ericsson Grant, Inc.
4. Professional Service Agreement and Proposal between City of Calexico and Letter of Agreement with Coury Planning & Environmental.



CITY OF CALEXICO

608 Heber Ave.
Calexico, CA 92231-2840
Tel: 760.768.2105
Fax: 760.357-7862
www.calexico.ca.gov
e-mail: building@calexico.ca.gov

Agreement for Planning Consulting Services

NOVEMBER 16, 2017

KIRT COURY
5711 CALLE POLVOROSA
SAN CLEMENTE, CA 92673

Dear Mr. Kirt Coury:

This letter shall be our Agreement (“Letter Agreement”) regarding the provision of consulting services described below (“Services”) to be provided by Coury Planning & Environmental (“Consultant”) as an independent contractor to the City of Calexico (the “City”) for the City’s El Portal (“Project”). Consultant is retained as independent contractor and is not an employee of the City. City and Consultant are sometimes referred to herein as “Party” or “Parties.”

The Services to be provided include the following: ‘The Services to be provided are more particularly described in the Scope of Services attached hereto as Exhibit “A” and are incorporated herein by reference.’]. Services on the Project shall begin immediately and shall be completed by [INSERT DATE], unless extended by the City in writing.

Consultant shall perform all Services under this Letter Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Letter Agreement.

Compensation shall be based on the actual amount of time spend in adequately performing the Services and shall be billed at the hourly rate(s) described in the Consultant’s rate sheet, attached hereto as Exhibit “A” and incorporated herein by reference’. The total compensation shall not exceed \$19,845.00 without written approval of the CITY MANAGER. provision of consulting services consultant’s invoices shall include a detailed description of the Services performed. Invoices shall be submitted to the City on a monthly basis as performance of the Services progresses. The City shall review and pay the approved charges on such invoices in a timely manner.

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage

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Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Letter Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

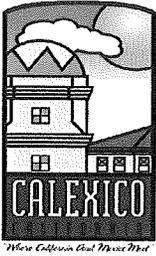
If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all sub-consultants performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any sub-consultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

Consultant shall provide proof of commercial general liability, business auto liability, and professional liability/errors and omissions insurance to the City in amounts and with policies, endorsements and conditions required by the City for the Services. The City, its officials, officers, employees, agents and authorized volunteers shall be named as Additional Insureds on Consultant’s policies of commercial general liability and automobile liability insurance. If Consultant is an employer or otherwise hires one or more employees during the term of this Project, Consultant shall also provide proof of workers compensation coverage for such employees, which meets all requirements of State law, with endorsements and conditions required by the City.

The City may terminate this Letter Agreement at any time with or without cause. If the City finds it necessary to terminate this Letter Agreement without cause before Project completion, Consultant shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Consultant may terminate this Letter Agreement only upon 30 calendar days’ written notice to the City only in the event of City’s failure to perform in accordance with the terms of this Letter Agreement through no fault of Consultant.

To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to,

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or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, sub-consultants, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Letter Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall survive expiration or termination of this Letter Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents, or volunteers.

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services.

By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California 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 agrees to comply with such provisions before commencing the performance of the Services. Finally, Consultant represents that it is an equal opportunity employer and it shall not discriminate against any sub-consultant, employee or applicant for employment in violation of state or federal law. As provided for in the indemnity obligations of this Letter Agreement, Consultant shall indemnify City against any alleged violations of this paragraph, including, but not limited to, any fines or penalties imposed by any governmental agency.

This Letter Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Letter Agreement, the action shall be brought in a state or federal court situated in Imperial County, State of California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City.

Consultant shall not assign, sublet, or transfer this Letter Agreement or any rights under or interest in this Letter Agreement without the written consent of the City. This Letter Agreement may not be modified or altered except in writing signed by both Parties. There are no intended third party beneficiaries of any right or obligation of the Parties.

This is an integrated Letter Agreement representing the entire understanding of the Parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. Since the Parties or their agents have

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CITY OF CALEXICO

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e-mail: building@calexico.ca.gov

participated fully in the preparation of this Letter Agreement, the language of this Letter Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

If you agree with the terms of this Letter Agreement, please indicate by signing and dating where indicated below.

CITY OF CALEXICO

Approved By:

Armando G. Villa
City Manager

CONSULTANT

Signature

Kirt Coury
Name

Project Planner
Title

Date

Viva Calexico!

Armando G. Villa

From: Charley Schreiber <charley@crsgcinc.com>
Sent: Thursday, November 02, 2017 6:12 PM
To: Armando G. Villa
Cc: 'Fernando Ramos'
Subject: El Portal,

Hi Armando,

Thank you for your time today. I am approving the use of EGI and Kirt Coury for our El Portal project. Let me know what I need to do to proceed and make the Nov 10th council meeting

Charley

**REIMBURSEMENT AGREEMENT FOR THE PREPARTION OF
ENVIRONMENTAL CLEARANCE DOCUMENTS and
PLANNING CONSULTING SERVICES**

This Agreement is made and entered into as of the 15th day of November 2017, by and between the City of Calexico ("City") and Imperial Valley Builders, LLP c/o Charley Shriver ("Developer") (collectively referred to as the "parties").

RECITALS

- A. Developer seeks to construct a project in the City of Calexico which has been filed as UA No. 2017-08, and
- B. Such project requires that environmental clearance and review is completed in compliance with the California Environmental Quality Act ("CEQA"); and
- C. City will hire a consultant to complete the required environmental review; and
- D. In addition, such project requires Planning Processing Consulting Services in compliance with local ordinances and state laws; and
- E. City will hire a consultant to complete and assist with the required planning processes and requirements; and
- F. Developer acknowledges and agrees that the costs associated with the preparation of environmental clearance and environmental review documents and planning consulting are project specific costs that are the responsibility of the Developer as part of the entitlement process.

AGREEMENT

- 1. Selection of Consultant.
 - a. Developer acknowledges and agrees that there is a need to hire an independent third party consultant to use his/her own professional judgment to conduct and prepare the environmental clearance and environmental review documents. City reserves the right to contract the most qualified consultant through the third party contract at the discretion of the Director of Development Services. In this case, City has selected EGI, Ericsson Grant Inc. to be the third party consultant (*Proposal Attached*). Further, Developer acknowledges and agrees that Developer shall not have direct contact with consultant prior to circulation of the draft environmental impact report ("EIR"). Prior to circulation of the draft EIR, Developer agrees to direct all comments for consultant to the Director of Development Services or designee who will then forward the comments to the consultant.
 - b. Developer acknowledges and agrees that there is a need to hire a planning consultant to assist the city with all required planning processes.
- 2. Method of Payment. Developer shall deposit 100% of the estimated total cost of completing the environmental review and planning consulting prior to commencement of

the environmental review. No work shall be performed by an environmental review consultant until Developer has deposited such money with the City. The estimate for initial deposit services in this case is **\$99,845,000.00**. Developer will deposit **\$109,829.00 which includes the estimated fee and a 10% administrative charge**. City shall keep the money deposited to complete the environmental review in a separate account and will use the money to pay for the consultant's services. When the City has depleted the funds in the account, City shall immediately notify Developer of the additional funds necessary to complete the environmental review. Further, City shall notify consultant that no work should continue on the environmental review process until Developer has deposited additional funds with the City. If Developer fails to provide additional funds to the City, no further environmental review shall be completed. Developer shall be responsible for all costs incurred by the City for the consultant's services up until the point that the City notifies the consultant to stop work on the project.

3. Administration Costs. In addition to the estimated cost of completing the environmental review, Developer shall deposit 10% of the estimated total cost of the environmental review to be treated as an administration cost. This administration cost is necessary to recover the City's costs to administer the contract for environmental review with the consultant.
4. Examination of Bills. Developer shall have the right to examine all invoices of the environmental consultant that are submitted to the City. City shall have 10 days from the date the invoices are received by City to copy and deliver such invoices for inspection by Developer. Developer shall direct any questions regarding such invoices to City, not the consultant.
5. Authority of City. Because City has the ultimate authority and responsibility to process and to prepare and review the environmental documents prior to approval of a project, City shall guide the environmental consultant as to the appropriate considerations for the review. City shall keep Developer informed of any issues or areas of concern that arise during the environmental review process, so that the process can continue in a timely manner. If additional environmental or technical studies are required as a result of comments received from internal and external agencies, Developer is solely responsible for the costs of such studies. Nothing in this Agreement is meant to be a guarantee that Developer's project will be approved or that the environmental clearance will be obtained. Further, nothing in this Agreement specifies or guarantees the timing of completion of the environmental clearance and review or other related documents. The City has discretion under its police powers to approve land development projects in accordance with pertinent laws and policies.
6. Indemnity. Developer agrees to defend, indemnify and hold harmless the City, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses in connection therein), arising out of the performance of this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.

7. No Inducement. Developer declares and represents that no promise, inducement or agreement not herein expressed has been made to it and that this Agreement contains the entire agreement between and among the parties, and that the terms of this Agreement are contractual and not a mere recital. This Agreement is entered into knowingly, freely, intelligently, and voluntarily by the parties, without any duress, or coercion. The parties have had a full opportunity to review and consider the matter prior to executing this Agreement. The parties fully acknowledge that they also have had a full opportunity to discuss its contents with their respective representatives.
8. Validity. If any provision of this Agreement, or part thereof, is held invalid, void or voidable as against the public policy or otherwise, the invalidity shall not affect other provisions or parts thereof, which may be given effect without the invalid provision or part. To this extent, the provisions, and parts thereof, of this Agreement are declared to be severable.
9. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association existing on the date the dispute is submitted to arbitration. All arbitration hearings shall be held in Imperial or San Diego County, California. Judgment upon the award rendered by the arbitration(s) may be entered in any court having jurisdiction thereof.
10. Amendment. This Agreement may be modified or amended only by a written document executed by both Developer and City and approved as to form by the City Attorney.
11. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.
12. Attorney's Fees. In the event of the bringing of any action or suit by either party hereto against the other party hereunder to enforce or interpret any of the provisions, covenants or conditions of this Agreement, the prevailing party in such action or suit shall be entitled to recover all costs and expenses of suit, including reasonable attorney's fees.
13. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Imperial, California.
14. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:

City of Calexico, City Manager
608 Heber Ave.

Calexico, CA 92231

If to Developer:

**Imperial Valley Builders, LP
C/O Charley Shriver
124 W. Main Street, Ste. 240
El Cajon, CA 92020**

15. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Developer. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.
16. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
17. Termination. This Agreement may be terminated with thirty (30) days notice if Developer decides not to proceed with the proposed development project. Upon termination, Developer shall be responsible for compensation of the consultant's services performed up to the effective date of termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF CALEXICO:

DEVELOPER:

Armando G. Villa
City Manager

Imperial Valley Builders, LP

APPROVED AS TO FORM:

ATTEST:

Carlos Campos

Gabriela T. Garcia

City Attorney

City Clerk

Attachment: EGI, EIR proposal dated September 26, 2017;
Coury Planning & Environmental Services Proposal September 20, 2017

SCOPE OF WORK

September 20, 2017

EI PORTAL SUBDIVISION

City of Calexico, California

This scope of work for processing the EI Portal Subdivision (the Project) has been developed based upon information provided by the City of Calexico (the City).

Project Understanding

It is our understanding that Properties, LLC (Applicant) has submitted a request to the City of Calexico, Planning Department, for the development of an approximate 74.5-acre residential development project.

Based upon discussion with the City of Calexico, it appears the applicant is requesting project entitlements consisting of a Tentative Tract Map (TTM). At this time, it is our understanding that the Applicant will be preparing the proper environmental document in accordance with CEQA Guidelines,.

Task 1 – Project Initiation and Consultant Coordination

All project initiation, coordination, consultant coordination and subconsultant coordination activities will occur under this task. Coury Planning & Environmental will coordinate with the Applicant to gather the necessary data for a comprehensive review of the project relative to the City's Municipal Code, General Plan, Zoning Code, Subdivision Ordinances, and other City documents as appropriate. The initial coordination will include the following components:

- Coordination with the Applicant to gather all necessary data and information contained in the application submittal;
- Comprehensive review of project data and materials for completeness and compliance with appropriate City submittal requirements;
- Review and plan check all submittals for compliance with existing General Plan, Zoning, and Subdivision Ordinance;
- Review Tentative Subdivision Map for compliance with State and City requirements;
- Provide information between the City and the Applicant as appropriate;
- Provide status updates to the City and Applicant;

- Coordinate with project consultants and City Staff and subconsultants as required;
- Coordination and discussion with external regulatory agencies, as appropriate to resolve issues that may arise as a result as project circulation for comments. If a substantial number of issues are raised, this may require a subsequent augment to the proposed contract in time and cost;
- Provide and recommend City Staff with a final project description for presentation to the City of Calexico Planning Commission and City Council

Task 2 – Review and Coordination of Environmental Document

Should the need arise, review and comment on the Draft Environmental Document in accordance with the appropriate CEQA Guidelines. Assist the City in the review of the document and provide necessary comments. Work directly with the applicant and consultant regarding the environmental analysis evaluating the existing conditions, project impacts, level of significance of project impacts, cumulative impacts, level of significance of cumulative impacts, mitigation measures, and level of significance with mitigation measures incorporated.

Task 3 – Notice of Public Hearing

Assist in the preparation and distribution of the Notice of Public Hearing for the Project to the surrounding property owners and appropriate agencies. In addition, the Notice of Public Hearing will contain a discussion of the project description, and CEQA clearance.

Task 4 – Preparation of Staff Reports, Resolutions and Conditions of Approval

Prepare the Staff Report, and Resolutions for the Project for review by City staff, appropriate agencies, Planning Commission and City Council. Coordinate with other departments for consistency of City codes and suitable Conditions of Approval. It should be noted that the Staff Report will include attachments and exhibits such as the Environmental Document, Tentative Tract Map, and other necessary maps to be provided by the project consultants and subconsultants.

Task 5 – Attendance at Meetings, Public Meetings and Hearings

This scope of work includes five (5) meetings related to the proposed Project. This includes one (1) Planning Commission public hearing, one (1) City Council public hearing and three (3) City project/consultant meetings.

Cost Estimate

It is understood that time is of the essence and the review and reports will be prepared in an efficient manner. The amounts listed below are the estimated costs for these types of applications based on an hourly rate of \$115 per hour. Please note that the estimates are based on accurate material and timely and effective coordination with the consultants and applicant. If, however, the application is delayed or if unusual circumstances arise, an additional deposit may be required.

Task	Estimated Hours	Estimated Cost
Task 1	70	\$7,350
Task 2	38	\$3,990
Task 3	3	\$315
Task 4	38	\$3,990
Task 5	40	\$4,200
	Total Estimated Deposit (without environmental review)	\$19,845 (\$15,855)

Should the need arise for additional professional services beyond those estimates set forth in the scope of services due to revisions to the project, the regulatory environment, or complications involving outside agencies, Coury Planning & Environmental will only undertake such additional services upon receipt of authorization by the City of Calexico.

Authorization

By signing below, the parties are authorizing Coury Planning & Environmental to proceed with the proposed scope of work. IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the 20th of September, 2017.

"Agency" – City of Calexico

By: _____

Name: _____

Title: _____

Address: 608 Heber Avenue
Calexico, CA 92673

Coury Planning & Environmental
"Project Planner"

By: _____

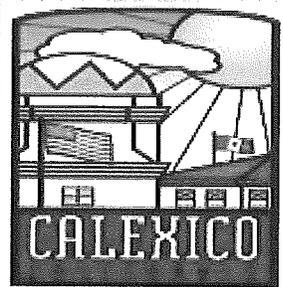
Name: Kirt A. Coury

Title: Project Planner

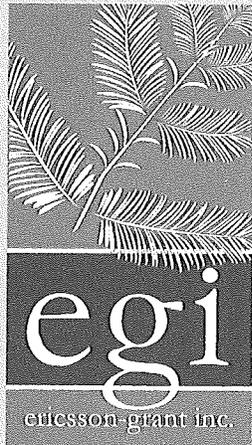
Address: 5711 Calle Polvorosa
San Clemente, CA 92673

Proposal for EL PORTAL SUBDIVISION ENVIRONMENTAL IMPACT REPORT

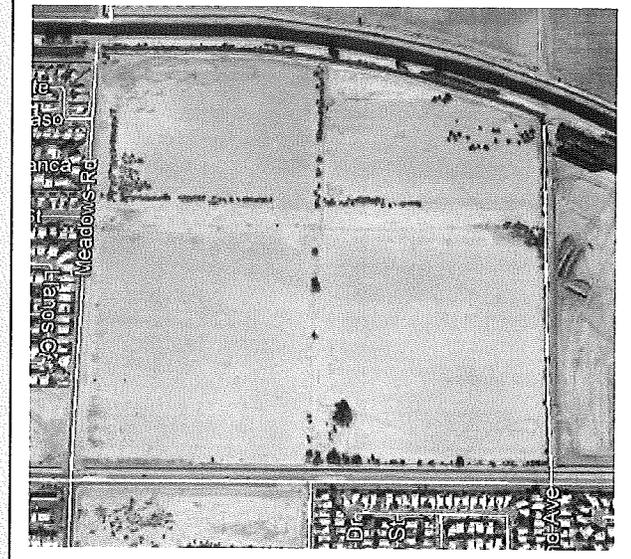
Submitted to:



Submitted by:



September 26, 2017



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5145 Avenida Encinas, Suite H
Carlsbad, CA 92008

•••

Toll free: 888-316-4813
Direct: 858-353-7073
Fax: 760-501-0219



September 26, 2017

Mr. Armando Villa, City Manager
City of Calexico
608 Heber Avenue
Calexico, CA 92231

RE: El Portal Subdivision Environmental Impact Report (EIR) Proposal

Dear Mr. Villa,

Ericsson-Grant, Inc. (EGI) is pleased to submit our proposal to the City of Calexico to prepare the EIR for the El Portal Subdivision. Having undertaken environmental compliance on numerous subdivision projects over the years, EGI is well suited to perform the work necessary to provide a thorough and legally defensible document that meets all the requirements of the California Environmental Quality Act (CEQA).

EGI has prepared the Scope and Cost based on details provided on the El Portal Subdivision Layout Map. Our proposal represents a best estimate of the work required with the information provided. At the time the Applicant submits an Application and Project Description to the City, we can refine the scope and cost accordingly. Our current estimate is that the EIR process can be carried out in the range of \$80,000 - \$120,000 assuming the Applicant provides technical studies for EGI to review. If EGI needs to prepare the required studies, the cost will be adjusted accordingly.

EGI appreciates the opportunity to submit this proposal to work with the City on the El Portal Subdivision EIR. If you have any questions, please contact me at 858-353-7073.

Sincerely,

Kevin L. Grant
Managing Principal

Enclosures

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PROJECT UNDERSTANDING & APPROACH

Ericsson-Grant Inc. (EGI) has prepared the following scope of work to update the El Portal Subdivision Environmental Impact Report (EIR) (“proposed Project” or “Project”) in response to an e-mail dated September 20, 2017 from Calexico City Manager Armando Villa. While an application and Project Description have not been provided, this Scope and Cost is based upon the El Portal Subdivision General Layout prepared by Sanders, Inc., Architecture and Engineering dated August 7, 2017.

EGI understands that the Project is a Subdivision consisting of single and multi-family residential units, two parks and a detention basin. The Project as proposed is bounded by the Central Main Canal on the north, East Cole Road on the south, G Cleveland Avenue on the east and Meadows Road on the west.

A total of 611 single-family homes are proposed on four lot sizes:

- Lot A Size 40' x 85' Proposed Units 196
- Lot B Size 38' x 85' Proposed Units 129
- Lot C Size 72' x 110' Proposed Units 113
- Lot D Size 60' x 110' Proposed Units 173

The Subdivision also includes 711,708 square feet (sq. ft.) of apartments.

An on-site linear detention basin is proposed along the norther boundary of Project site, adjacent to the southern bank of the Central Main Canal.

The Project is assumed to be developed in phases. The timing of all phases is dependent upon factors such as market demand, growth in the City of Calexico, lot redesign, and economic conditions.

EXECUTIVE SUMMARY

OVERVIEW

EGI has prepared the Scope of Work for the proposed Project assuming preparation of Project-level EIR. Our Scope identifies each item in the CEQA Guidelines, Appendix G Checklist and methodically addresses each resource area. We describe our understanding of existing conditions and approach to analyzing the issue as well as the technical documentation that would support the EIR analysis. The work effort associated with preparation technical studies and the EIR is clearly delineated in the Scope of Work.

EGI has prepared an expedited schedule to accommodate the City's request. Our schedule clearly identifies the number of weeks associated with various milestones and deliverables.

APPROACH

EGI employs a client-based approach to our work. We work closely with, and serve as an extension of, City staff. We believe an accurate understanding of the project and a highly competent team coupled with on-going communication with the City are key components to preparing a high-quality

PROJECT UNDERSTANDING & APPROACH

document. This combination of factors also leads to efficiencies in preparing the document by avoiding wasted time, effort, and budget. Our goal is to assist the City with preparing an unbiased, legally defensible document that fulfills all the requirements of CEQA.

The following assumptions are made regarding our approach to the Scope of Work.

- A Project Description and Application have not been submitted to the City at the time this proposal was prepared.
- No existing technical studies have been prepared or submitted by the Applicant to the City
- Technical studies will be required to support the EIR analysis.
- EGI is responsible for providing copies of administrative draft, screen-check, draft and final documents. Electronic versions of the Administrative Draft versions of these documents will be made available via EGI's secured ShareFile site.
- EGI will be responsible for preparing the Mitigation Monitoring and Reporting Program.
- The City of Calexico will be responsible for coordination and delivery of environmental documents to the State Clearinghouse.
- The City of Calexico will be responsible for mailing all required notices to affect agencies and interested parties based on a list generated by the City.
- EGI will assist the City with the preparation of the Notice of Preparation, Notice of Completion and Notice of Determination.
- EGI will assist the City with preparation of response to comments on the Draft EIR.
- EGI will prepare the Final EIR as efficiently and cost-effectively as possible.

SCOPE OF WORK

EGI will provide the team with a link to our ShareFile system to store and maintain files as well as the Administrative Record for the Project per the requirements of AB 900. Using a centralized location to store data allows our Project Team members, the City, the Applicant and EGI staff to share confidential files of any size securely while facilitating access to this information via any web browser and a high-speed internet connection.

SUB-TASK 1.1 DATA COLLECTION/SITE VISIT

EGI will identify any plans, data gaps, maps, or technical studies which will need to be requested from the City. EGI will also conduct a site visit of the proposed Project parcel(s), taking special note of the surrounding uses to obtain a full understanding of current conditions. Digital photo will be taken of the Project area which will be included in the environmental document as appropriate.

SUB-TASK 1.2 PROJECT DESCRIPTION

Under this sub-task, EGI will draft and distribute a Project Description to ensure that the City, as well as the Project Team, has a complete understanding of all aspects of the El Portal Subdivision prior to commencing with preparation of the technical studies and the EIR. The Project Description will be provided to the City for review and comment. EGI will make revisions based on one round of comments (i.e., there will be one review cycle for the Project Description). The updated Project Description will be provided electronically in Word for mark-up in track-changes.

SUB-TASK 1.3 INITIAL STUDY/NOTICE OF PREPARATION

EGI will prepare the Initial Study and Notice of Preparation (NOP) for the EIR. The Initial Study will be based on the CEQA Guidelines Appendix G Environmental Checklist Form. EGI will provide a camera-ready copy of the Initial Study/NOP for the City to reproduce send to the State Clearinghouse, local agencies, and individuals as identified on the NOP distribution list. The City will be responsible for publishing the NOP in a newspaper of general circulation for the area. Issues raised during the 30-day NOP review period will be reviewed by EGI and the City to determine if the Scope of Work needs to be revised. If comments require further work or studies, the Scope of Work will be modified after consulting with the City.

SUB-TASK 1.4 SCOPING MEETING PRESENTATION

EGI will assist the City in conducting one public scoping meeting for the EIR. This task will involve preparation for the scoping meeting, including coordination with the Project Team and creating meeting materials (sign-in sheet, a PowerPoint presentation, and handouts). We assume that the scoping meeting notice (date, time, location) will be incorporated into the NOP. Comments and issues identified at the scoping meeting will be considered by EGI and the City prior to finalizing the Scope of Work. If comments require further work or studies, the Scope of Work will be modified after consulting with the City.

Deliverables: One (1) camera-ready Initial Study/NOP document, and one Draft Project Description provided electronically via EGI's ShareFile system.

SCOPE OF WORK

TASK 2 - ADMINISTRATIVE DRAFT EIR

An Administrative Draft Environmental Impact Report (ADEIR) will be prepared in conformance with the CEQA Guidelines. The ADEIR will address all issue areas determined to have a potentially significant impact as identified in the Scope of Work developed in concert with the City. The ADEIR will be delivered to City staff electronically for internal review and comment utilizing track-changes prior to public release of the Draft EIR (under Task 3, below). The major sections and areas of concern to be addressed are outlined below.

INTRODUCTORY SECTIONS

Executive Summary

This section will include a brief description of the proposed Project and a summary table that lists all of the potential impacts identified in the EIR by topic, along with the corresponding mitigation measures and the level of significance after mitigation. Areas of controversy known by the City, divulged during the NOP review period, or raised at the public scoping meeting, will be identified. A summary of the Project alternatives will also be provided.

Introduction

The Introduction will discuss the legal authority for preparing the EIR under CEQA as well as the City's environmental review requirements. This section will also include a brief overview of the Project background and local context and identify responsible agencies. The public participation and scoping processes will also be explained.

Project Description

EGI will prepare the Project Description and distribute it to the Project Team for review and comment. This will be done to ensure that the Project Description is thorough and accurate and that it describes all components of the El Portal Subdivision (construction duration, project phasing (if applicable) and operation) as required by CEQA. A discussion of the 'Uses of the EIR' itemizing the entitlements and approvals required by the City and other agencies which may rely on the EIR will also be included. As required by CEQA, the Project Description will also include a statement of Project Objectives to be developed based on consultation with the City and/or Applicant, as applicable. The Project Description will be updated based on one round of comments from the Team.

ENVIRONMENTAL SETTING AND ANALYSIS

The Environmental Setting and Analysis comprises the main chapter of the EIR and includes separate sections for each environmental topic area identified as having a "potentially significant" or "significant" impact. The text of each section will be formatted so that the impact statements and corresponding mitigation measures stand out from the text discussion for clarity and ease of reference (i.e. impact statement headings and numbers and mitigation measure numbers will appear in bold text). The level of significance of each impact after mitigation will also be provided. Each section will include:

- A description of the environmental setting specific to each topic area;

SCOPE OF WORK

- A description of the regulatory setting, including applicable local, state and federal laws and policies;
- The methodology used for conducting the analysis of each topic area;
- Identification of the current applicable standards of significance from CEQA Appendix G and elsewhere;
- Identification of impacts including analysis and conclusions regarding the level of significance;
- A consistency analysis based on the current City of Calexico General Plan goals, policies and objectives; and
- Mitigation Measures to address potentially significant and significant impacts, including timing and enforcement responsibility, as applicable.

The tasks associated with each issue identified in the CEQA Appendix G Environmental Checklist Form are described below along with EGI and each sub-consultant's role. The analysis of each issue will be based on the environmental conditions existing at the time the Initial Study/NOP is issued.

AESTHETICS

The Project site is currently a vacant lot void of any structures. Development of the El Portal Subdivision will change the site from undeveloped land to a residential community offering both single- and multi-family housing. The introduction of residential uses will change the character of the site and introduce new sources of light and glare in association with vehicle headlights, parking lots, and structures. The Aesthetics section will analyze the existing visual environment as well as the changes in character of the environment that will occur in association with development of the proposed Project. Mitigation Measures will be identified as appropriate.

Visual Simulations (Optional)

If deemed necessary based on conversations with the City, visual simulations to support the aesthetics analysis would be prepared. EGI would coordinate with the City to obtain necessary details regarding the height of structures, a perimeter wall, appropriate viewpoints, and to determine the number of visual simulations needed.

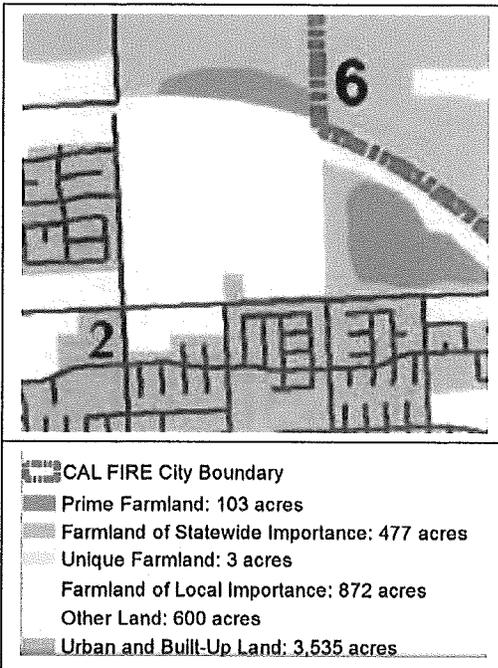
Optional work: Travel to and from the project location one (1) time, photographs taken from up to four (4) observation points provided by the City.

Assumptions: Design information will be provided in the form of construction drawings, site surveys and land- scape plans in PDF and/or CAD format.

AGRICULTURE AND FOREST RESOURCES

The site is currently zoned A-2, General Agricultural Zone. The Applicant is requesting that the site be re-zoned to R-1 and R-3 per the City of Calexico's Zoning Ordinance. The site is within boundaries of the City of Calexico and is proposed to be re-zoned to eliminate agriculture and accommodate the proposed Project. The Calexico General Plan Draft Conservation and Open

SCOPE OF WORK



Space Element shows the Project site as Farmland of Local Importance. A LESA Model will be required to examine the impacts of farmland conversion. EGI will use the results of the LESA Model to prepare the Agricultural Resources section of the EIR. Mitigation Measures will be identified as appropriate.

AIR QUALITY

The Project site is located in the Salton Sea Air Basin, which is under the jurisdiction of the Imperial County Air Pollution Control District (ICAPCD). The Basin is a non-attainment area for particulate matter, 10 microns or less (PM10) both at the federal and state level. Imperial County is a non-attainment area for Ozone (O₃), but is in attainment area for carbon monoxide (CO). Air quality impacts would occur in the short-term during construction as well as in the long-term in association with operation of the Project. Heavy

equipment exhaust, vehicle trips associated with delivery of materials, construction workers traveling to and from the site, and dust generated on a long-term basis by soil disturbance and road paving are all potential sources of short-term air pollutants and emissions. Operational emissions would be generated by traffic trips to and from the single and multi-family residential units. An Air Quality Impact Analysis will be required for the proposed Project to assess construction and operational air emissions, consistency with state and local air quality plans and determine any impacts resulting from development of the El Portal Subdivision. The findings of the Air Quality Impact Analysis will be included in the Air Quality section of the EIR. Mitigation Measures will be identified as appropriate.

BIOLOGICAL RESOURCES

The Project site consists of a vacant APN which is in an urbanized area surrounded by roads and the Central Main Canal. A residential subdivision is present on the west side of Meadows Road. Dirt roads extend through the site dividing it into quarters. The site contains several patches of trees as well as trees planted in a definitive east-west or north-south direction. While the site appears to have been graded and previously disturbed, it is vacant and could provide habitat for nesting birds and other wildlife. While the potential for threatened and endangered species is anticipated to be low given the disturbed conditions and the site's location in an urban area, a biological survey and Biological Assessment will be required for the site to determine the presence of birds or wildlife. EGI will use the findings of the Biological Assessment to prepare the Biological Resources section of the EIR. Mitigation Measures will be identified as appropriate.

CULTURAL RESOURCES

The Project site is currently undeveloped but has been previously graded. Cultural resources which may have been located on the surface or buried at shallow depths may have been removed or

SCOPE OF WORK

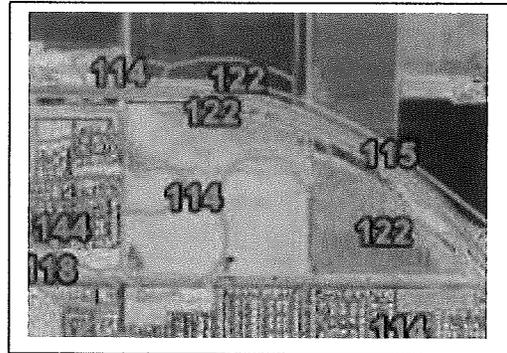
destroyed in association with grading the Project site. Based on the level of disturbance on the site it is unlikely any intact resources would be present. A Cultural Resources Assessment will be required to determine the presence of any known resources on the Project site. EGI will use the findings of the Cultural Resources Assessment to prepare the Cultural Resources section of the EIR. Mitigation Measures will be identified as appropriate.

SB 18 Consultation

Prior to the adoption or any amendment of a general plan, a local government must notify the appropriate tribes (on the contact list maintained by the NAHC) of the opportunity to conduct consultations for the purpose of preserving, or mitigating impacts to, cultural places located on land within the local government's jurisdiction that is affected by the proposed plan adoption or amendment. EGI can coordinate SB 18 tribal consultation, if warranted.

GEOLOGY AND SOILS

The Project site is located in a seismically active portion of California and would be susceptible to ground-shaking in the event of an earthquake. A Geotechnical Investigation will be required for the Project site to document existing soil and seismic conditions. EGI will use the findings of the Geotechnical Investigation to prepare the Geology and Soils section of the EIR. Mitigation Measures will be identified as appropriate.



GREENHOUSE GASES AND CLIMATE CHANGE

A Greenhouse Gas (GHG) Analysis will be required as part of the Air Quality Analysis described above under "Air Quality." Emissions of criteria pollutants and GHGs will be estimated for all construction equipment including on-and off-road mobile equipment and any applicable stationary sources. In addition, emissions from ongoing operational sources (mobile, stationary, and area) will be estimated. Operational GHG emissions estimates will include, as appropriate, the six categories of GHG emissions suggested by the California Climate Action Registry (CCAR): indirect emissions from grid-delivered electricity use; direct emissions from mobile combustion; direct emissions from stationary combustion; indirect emissions from imported steam, district heating or cooling and electricity from a co-generation plant; direct emissions from manufacturing processes; and direct fugitive emissions.

GHG emissions analyzed will include all appropriate Kyoto Protocol gases: carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), chlorofluorocarbons (CFCs), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and sulfur hexafluoride (SF₆).

The Project's GHG emissions will be compared with CEQA's Appendix G significance criteria and the SCAQMD's Interim GHG Guidance thresholds.

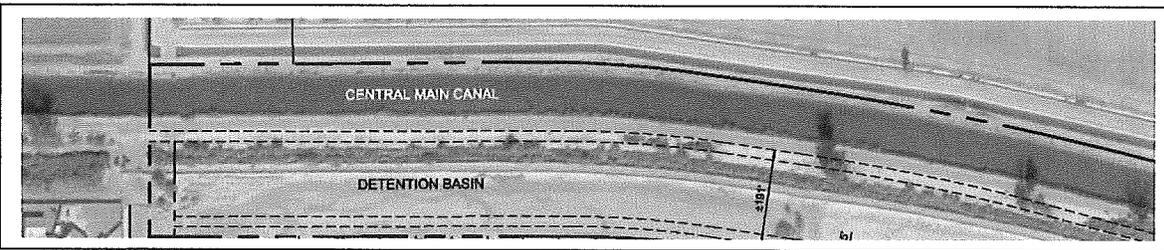
EGI will incorporate the pertinent findings of the GHG Analysis into the Greenhouse Gas and Climate Change section of the EIR. Mitigation Measures will be identified as appropriate.

SCOPE OF WORK

HAZARDS AND HAZARDOUS MATERIALS

The site is currently zoned A-2 and may have historically been used for agriculture. As such, the potential exists for residual pesticides, fertilizers and agricultural chemicals to be present in on-site soils. A Phase I Environmental Site Assessment (ESA) will be required for the Project site to document any Recognized Environmental Hazards. EGI will incorporate the pertinent findings of the ESA into the Hazards and Hazardous Materials section of the EIR. Mitigation Measures will be identified as appropriate.

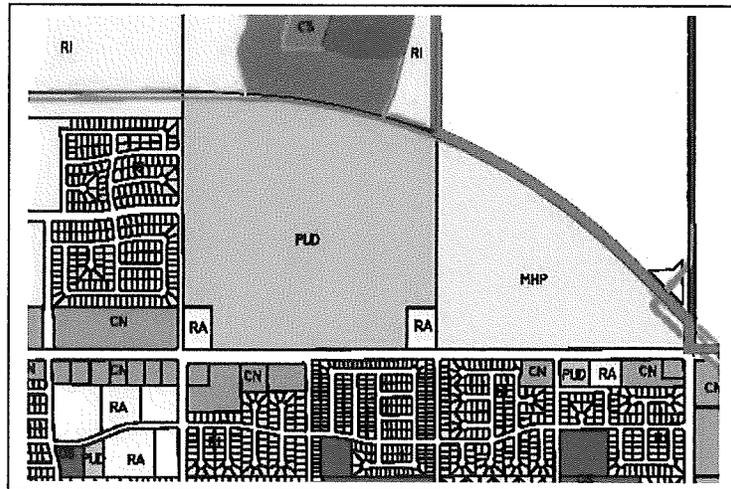
HYDROLOGY AND WATER QUALITY



The Central Main Canal is immediately north of the Project site. A detention basin to hold storm water flows from the Project is proposed along the northern boundary of the Project site adjacent to the south side of the Central Main Canal. EGI will request that the Applicant provide a Drainage Study and Drainage Plans for the proposed Project. In addition, a Hydrology and Water Quality Analysis will be required. EGI use information from these documents to prepare the analysis in the Hydrology and Water Quality section of the EIR. EGI will incorporate the pertinent findings of the ESA into the Hazards and Hazardous Materials section of the EIR. Mitigation Measures will be identified as appropriate.

LAND USE

The Project site is currently zoned A-2, General Agriculture per the County's zoning code. The City of Calexico Zoning Map shows the project site as zoned Planned Unit Development (PUD). Existing and proposed zoning will be discussed in the Land Use section of the EIR. Project consistency with the General Plan Land Use Map as well as any conflicts with surrounding properties will be analyzed. Mitigation Measures will be identified as appropriate.



SCOPE OF WORK

NOISE

Increases in noise levels on surrounding roads and the Project site would occur during both construction and operation of the Project. Construction noise would be limited to the short-term use of heavy equipment operated during daylight hours and to construction traffic. Ambient noise levels would also change in the long-term in association with operation of the Project as a result of the introduction of urban uses such as single-family homes, multi-family units and two parks. Noise exposure, increases in noise associated with construction and Project operation as well as site proximity to local airports will be discussed in the Noise section of the EIR. A Noise Study will be required for the Project to examine existing ambient noise levels, increases in noise levels and consistency with local Noise Ordinance thresholds for construction and operational noise. EGI will use the findings of the Noise Study to formulate the analysis in the Noise Section of the EIR and identify any impacts resulting from implementation of the proposed Project. Mitigation Measures will be identified as appropriate.

POPULATION AND HOUSING

The proposed Project site is currently vacant land. The proposed El Portal Subdivision will dramatically change the population and housing on the Project site adding both single and multi-family units to the City's housing inventory. EGI will review the City's Housing Element and examine the Project in light of applicable goals and policies. The Population and Housing discussion will analyze the impacts increasing housing opportunities within the City of Calexico.

PUBLIC SERVICES

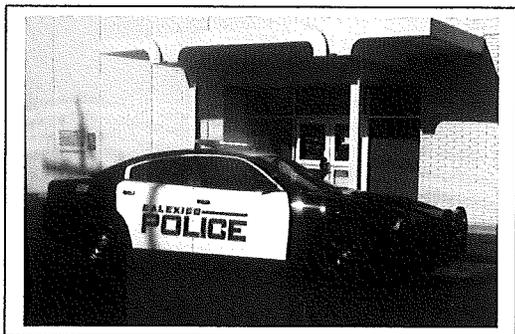
Fire Protection

The Project would be served by the City of Calexico Fire Department. The Department provides fire suppression, rescue, and emergency medical services within the City. Currently there are two Fire Stations in the City. EGI will contact the Department to solicit input on impacts of the proposed Project on fire and emergency medical service. The Department will also be asked to provide input on fire flow and emergency



access requirements. The Fire Protection section of the EIR will discuss increased demand for fire and emergency medical services in the City of Calexico as a result of the proposed Project.

Mitigation measures will be identified as appropriate.



Police Protection

The proposed Project site is in the City of Calexico's service area. The EIR will discuss provision of police protection to the proposed Project. EGI will contact the Calexico Police Department to solicit input on impacts of the proposed Project on the Department's ability to provide service. The Department will also be asked to

SCOPE OF WORK

provide input on crime prevention through design and emergency access requirements. The discussion of Police Protection will examine how the Project will increase demands for officers and equipment with in the City of Calexico. Mitigation measures will be identified as appropriate.

Schools

Based on the number of residential units proposed, the Project is anticipated to generate elementary, middle and high school students. A school site is not proposed as part of the Project. The Calexico Unified School District (CUSD) would service the El Portal Subdivision. EGI will contact CUSD to solicit input on impacts of the proposed Project on the District's ability to accommodate the increase in students generated by the Project. The discussion of Schools in the EIR will examine student generation and school capacity. Mitigation measures will be identified as appropriate.



EGI will contact CUSD to solicit input on impacts of the proposed Project on the District's ability to accommodate the increase in students generated by the Project. The discussion of Schools in the EIR will examine student generation and school capacity. Mitigation measures will be identified as appropriate.

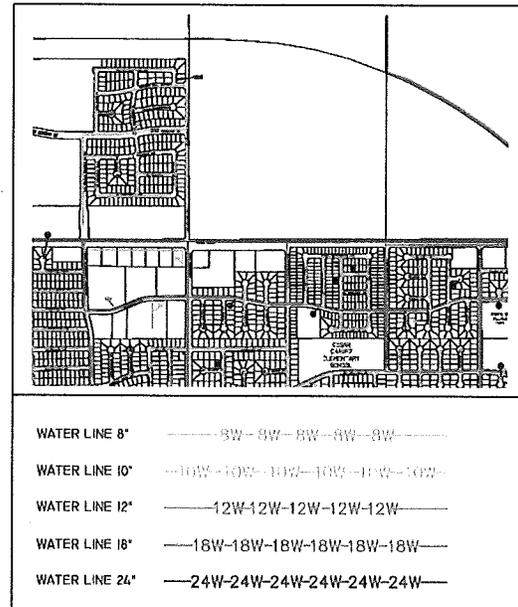
Parks and Recreation

The El Portal Subdivision proposes two parks as part of the Project. One park is approximately .67 acre and the other is slightly less than one acre. EGI will contact the City of Calexico Parks Division to solicit input on current park requirements for subdivisions. The Parks and Recreation discussion will address impacts of the proposed Project on the Department's ability to provide service. Mitigation measures will be identified as appropriate.

UTILITIES AND SERVICE SYSTEMS

Water

The El Portal Subdivision site does not currently receive any domestic water service from the City of Calexico because the site is vacant and undeveloped. However, water lines are located in roadways surrounding the Project site. The Project will require 1-inch water service and a meter per residential lot. EGI will contact the City of Calexico Water Treatment and Distribution Operations to solicit input on impacts of the proposed Project on the District's ability to provide service. The discussion of Water in the EIR will examine the presence of existing infrastructure and its capacity to service the Project. Proposed improvements to extend service to the site as well as the need for any increase in treatment capacity will also be analyzed. A Water Supply Assessment (see below) will also be required and its findings will be incorporated into the EIR. Mitigation measures will be identified as appropriate.



EGI will contact the City of Calexico Water Treatment and Distribution Operations to solicit input on impacts of the proposed Project on the District's ability to provide service. The discussion of Water in the EIR will examine the presence of existing infrastructure and its capacity to service the Project. Proposed improvements to extend service to the site as well as the need for any increase in treatment capacity will also be analyzed. A Water Supply Assessment (see below) will also be required and its findings will be incorporated into the EIR. Mitigation measures will be identified as appropriate.

SB 610 Water Supply Assessment

Under Water Code §10912(a)(7), SB 610 applies to any "project" that "will demand an amount of water equivalent to, or greater than, the amount of water required by a 500-dwelling unit project."

SCOPE OF WORK

The proposed Project qualifies as a "project" under Water Code §10912 as it proposes 611 single-family dwelling units as well as 711,708 square feet of apartments.

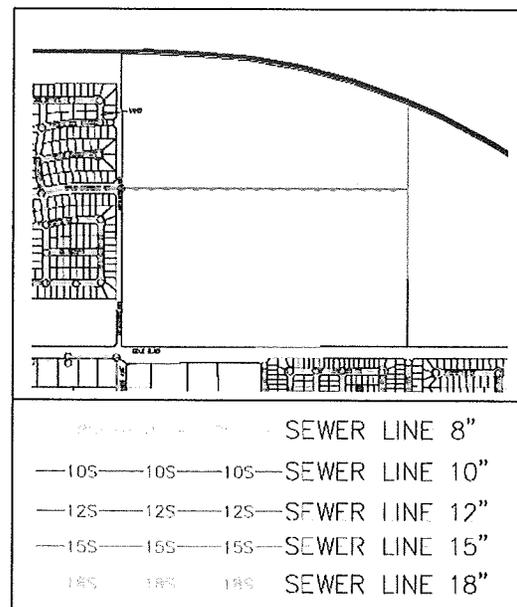
Tasks associated with completing a Water Supply Assessment include:

- Obtaining, compiling, and reviewing available water supply information;
- Describing water availability during normal, single-dry, and multiple-dry water years for 5-year increments during a 20-year projection;
- Estimating expected water demands of the project;
- Estimating reasonably foreseeable planned future water demands to be served by IID; and
- Determining whether available future water supply for the normal, single-dry, and multiple dry water years for 5-year increments during a 20-year projection will be sufficient to meet projected future demand.

The WSA will be utilized to support the Water Supply discussion in the EIR.

Wastewater

Sewer service is available in the roadways surrounding the Project site. The current wastewater collection system consists of pipes ranging in size from six inches to 30 inches in diameter. The City of Calexico would provide wastewater collection services to the Project site. Trunk sewers along major roads transport wastewater to the treatment plant located in the southwest part of the City. EGI will consult with the City of Calexico Wastewater Collection and Treatment Division to procure current information regarding existing facilities and capacities and the ability of the City to meet increased demands associated with the proposed Project. The discussion of Wastewater in the EIR will examine the provision of service to the site as well as the need for any expansion of existing wastewater treatment facilities to service the Project. Mitigation Measures will be identified as appropriate.



Solid Waste

Solid waste collection, disposal and recycling in the City of Calexico is contracted through Allied Waste. The collected waste is deposited in a private local landfill. EGI will consult with the City of Calexico regarding Solid Waste Collection and Recycling to procure up-to-date information regarding the ability of the City to meet increased solid waste collection, disposal and recycling demands associated with the proposed Project. The discussion of Solid Waste in the EIR will examine the amount of waste generated by the proposed uses and provision of waste pick-up, disposal and landfill capacity. Mitigation measures will be identified as appropriate.

SCOPE OF WORK

Electricity

The IID provides electrical power to the City of Calexico. IID currently supplies most of Imperial County with electric service. No direct service is currently serving provided been provided the Project site. However, IID powerlines are present along Cole Road along the southern boundary of the Project site. EGI will solicit input from the IID regarding the existing infrastructure and new infrastructure required to service the proposed Project. The discussion of Electricity in the EIR will examine the provision of service to the site as well as the need for any expansion of existing lines or construction of new electrical service to the Project. Mitigation measures will be identified as appropriate.

Natural Gas

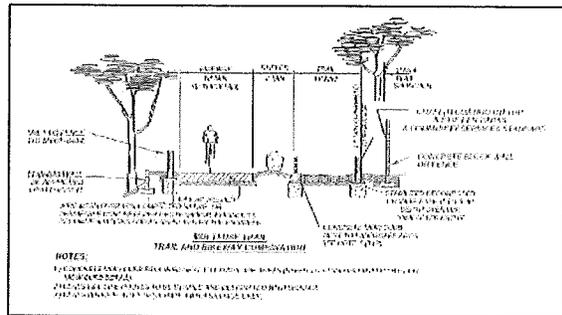
Natural gas would be provided by Southern California Gas Company. EGI will contact the Southern California Gas Company to confirm existing infrastructure and determine how the Project would be served. The discussion of Natural Gas in the EIR will examine the provision of service to Project as well as the need for any new gas infrastructure to be extended to the Project site. Mitigation measures will be identified as appropriate.

Telephone, Internet and Cable TV Service

Telephone, internet and cable TV service to the Project site will be provided by AT&T, Time Warner or other provider. EGI will consult with these providers to obtain up-to-date information regarding the existing infrastructure and the need for any new infrastructure required to service the proposed Project. The discussion of Telephone, Internet and Cable TV service in the EIR will examine the need for any new infrastructure serve the Project. Mitigation measures will be identified as appropriate.

TRANSPORTATION AND TRAFFIC

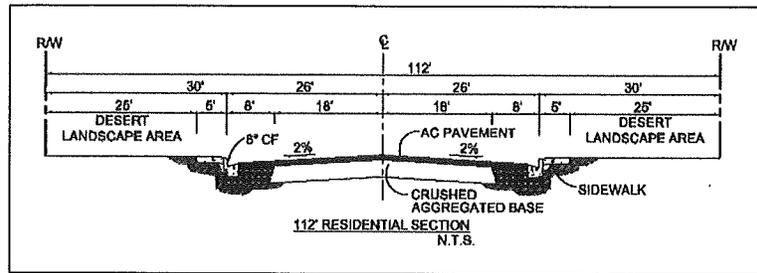
The Project site is bordered, on the east by G Cleveland Avenue, to the south by East Cole Road, and by Meadows Road to the west. Five access points are proposed into the Subdivision: one from East Cole Road; two from Meadows Road; and two from G. Cleveland Road. The Project includes a multi-use trail and bikeway combination.



The proposed Project would result in increased local traffic volumes during both construction and operation. In the short-term, traffic would be increased in association with construction materials and equipment as well as construction worker trips. In the long-term, traffic would increase in association with the residential uses proposed as part of the Project.

SCOPE OF WORK

A Traffic Impact Assessment will be required to examine increases in traffic during both construction and operation. Local thresholds and levels of service will be used to determine if the Project's traffic would impact roadways and intersections. The findings of the



Traffic Impact Assessment will be used to formulate the analysis in the Transportation and Traffic Section of the EIR. Mitigation measures will be identified as appropriate.

OTHER CEQA CONSIDERATIONS

This section of the EIR will cover Energy Conservation, Significant and Unavoidable Environmental Effects, Long-Term Growth-Inducing Impacts and Significant Irreversible Environmental Changes, and Mandatory Findings of Significance. The Energy Conservation discussion will be based on CEQA Appendix F.

Administrative Draft EIR Deliverables: One electronic version of the Administrative Draft EIR in Word format will be made available to the City for internal review via EGI's ShareFile. Revisions and comments will be made by the City in "track changes" and uploaded to ShareFile for EGI.

TASK 3 – DRAFT EIR AND MITIGATION MONITORING AND REPORTING PROGRAM

DRAFT EIR

Preparation and Distribution of the Draft EIR

The Draft EIR will be prepared based on consolidated "track changes" comments received from the City on the Administrative Draft EIR. The Draft EIR will incorporate requested changes as appropriate. The 30-day public and agency review period will commence once the documents are submitted to the State Clearinghouse and made available for public review.

Draft EIR Deliverables: EGI will assist in producing and delivering 15 copies of the document on CD to the State Clearinghouse for distribution. One electronic version of the Draft EIR in Word and PDF format will be made available to the City via download from EGI's ShareFile for internal production.

MITIGATION MONITORING AND REPORTING PROGRAM

The Mitigation Monitoring and Reporting Program (MMRP) will be prepared based on the updated Draft EIR and any revisions to the mitigation measures precipitated by comments received on the updated Draft EIR. The MMRP will be prepared in a tabular format with columns identifying: the mitigation measure number; the mitigation measure text; timing for carrying out the measure; and the agency responsible for implementing the mitigation measure. Space will be provided in the table for the monitor to sign-off on completion of the measures.

MMRP Deliverables: One electronic version of the MMRP will be made available to the City in both PDF and Word formats via download from EGI's ShareFile for internal production and use.

SCOPE OF WORK

TASK 4 – FINAL EIR AND MITIGATION MONITORING AND REPORTING PROGRAM

At the conclusion of the 45-day review period, EGI will review the comment letters received on the Draft EIR and coordinate with City staff to discuss the responses. Assuming a maximum of 20 comment letters from individuals and agencies and/or 150 comments that require answers other than “comment noted,” EGI will prepare draft responses to comments, along with an errata section containing any EIR text revisions. Upon completion, an electronic copy of the Administrative Final EIR and the Mitigation Monitoring and Reporting Program (MMRP) will be made available to the City for download from EGI’s ShareFile. Based on the comments received from staff, final revisions to the document will be made.

Final EIR and MMRP Deliverables: *Electronic copy of the Administrative Final EIR and the Mitigation Monitoring and Reporting Program (MMRP) will be provided to the City via EGI’s ShareFile. EGI will revise the Final EIR based on comments received from the City. Following completion of all revisions, ten (10) hardcopies, and five (5) CD’s of the Final EIR will be delivered to the City. EGI will prepare additional copies, at the Applicant’s expense.*

TASK 5 – PUBLIC NOTICES

EGI will prepare all required CEQA notices for distribution by the City of Calexico. This will include the completion and distribution of the Notice of Preparation, Notice of Availability, Notice of Intent, Notice of Completion and Notice of Determination. EGI will work with City staff to develop press releases and website postings to provide information to the public regarding the Draft EIR. Publishing of press releases and posting of information to the website will be the City’s responsibility.

Public Notices Deliverables: *Draft and final versions of CEQA-required notices and press releases will be made available to the City for via download EGI’s ShareFile for internal review. Revisions and comments will made by the City in “track changes” and uploaded to ShareFile for EGI. Final approved versions will also be provided to the City as PDF documents.*

TASK 6 – MEETINGS AND PUBLIC HEARINGS

EGI anticipates participation at up to three public meetings (one for the public scoping meeting, one with the Planning Commission, one with the City Council). EGI’s Principal-in-Charge/Project Director and Senior Project Manager will attend meetings with the Project team to initiate the environmental review process, review screen-check document comments, and resolve issues as they arise through the process.

Our scope also provides for attendance of the Principal/Senior Project Manager at 10 staff meetings during the course of the project, assuming a maximum duration of two hours each. Alternatively, we will participate in weekly conference calls as a supplement to the staff meetings, which would increase the frequency of communication among the project team. We will also prepare notes/status reports as a follow-up for each team conference call (assumes one page summary status).

SCOPE OF WORK

TASK 7 - CEQA FINDINGS OF FACT & STATEMENT OF OVERRIDING CONSIDERATIONS

This task would involve EGI preparing the CEQA Findings of Fact (Findings) and Statement of Overriding Considerations (SOC) for certification of the Final EIR portion of the EIR.

***Findings and SOC Deliverables:** Electronic copies of the draft and final versions of CEQA Findings and Statements will be delivered to the City for internal review and ultimate distribution.*

TIMELINE, MILESTONES AND COST

TIMELINE

The following table is a summary of the proposed schedule for El Portal Subdivision EIR update. The schedule provides a timeline for completion of the updated Draft EIR, inclusive of staff review time, public review, and current staff workloads. This work effort will be contingent upon timely delivery of information requested from the Applicant.

PROJECT COMPLETION SCHEDULE FOR EL PORTAL SUBDIVISION EIR

	Project Task	Weeks
1)	Project Initiation, NOI, NOP	1
2)	Administrative (Screen-check) ADEIR	8
	City Review	1
3)	Draft EIR Preparation	1
	Public Review Period	6.5
4)	Administrative Final EIR	1
	City Review	0.5
	Final EIR Findings/MMRP	1
	City Review	1
5)	Public Hearings	1
6)	CEQA -Required Notices	Through Draft EIR and Final EIR process
7)	Staff Meetings	Through Draft EIR and Final EIR process
8)	Project Management	Through Draft EIR and Final EIR process
Total		22 weeks

MILESTONES

EGI proposes the following milestone payment schedule. Each task will be billed monthly based on a percentage complete.

Milestone 1 - Project Initiation

Milestone 5 - CEQA Findings of Fact

Milestone 2 - Draft EIR Update

Milestone 6 - NOD

Milestone 3 - Final EIR

Milestone 7 - Meetings and Hearings

Milestone 4 - MMRP

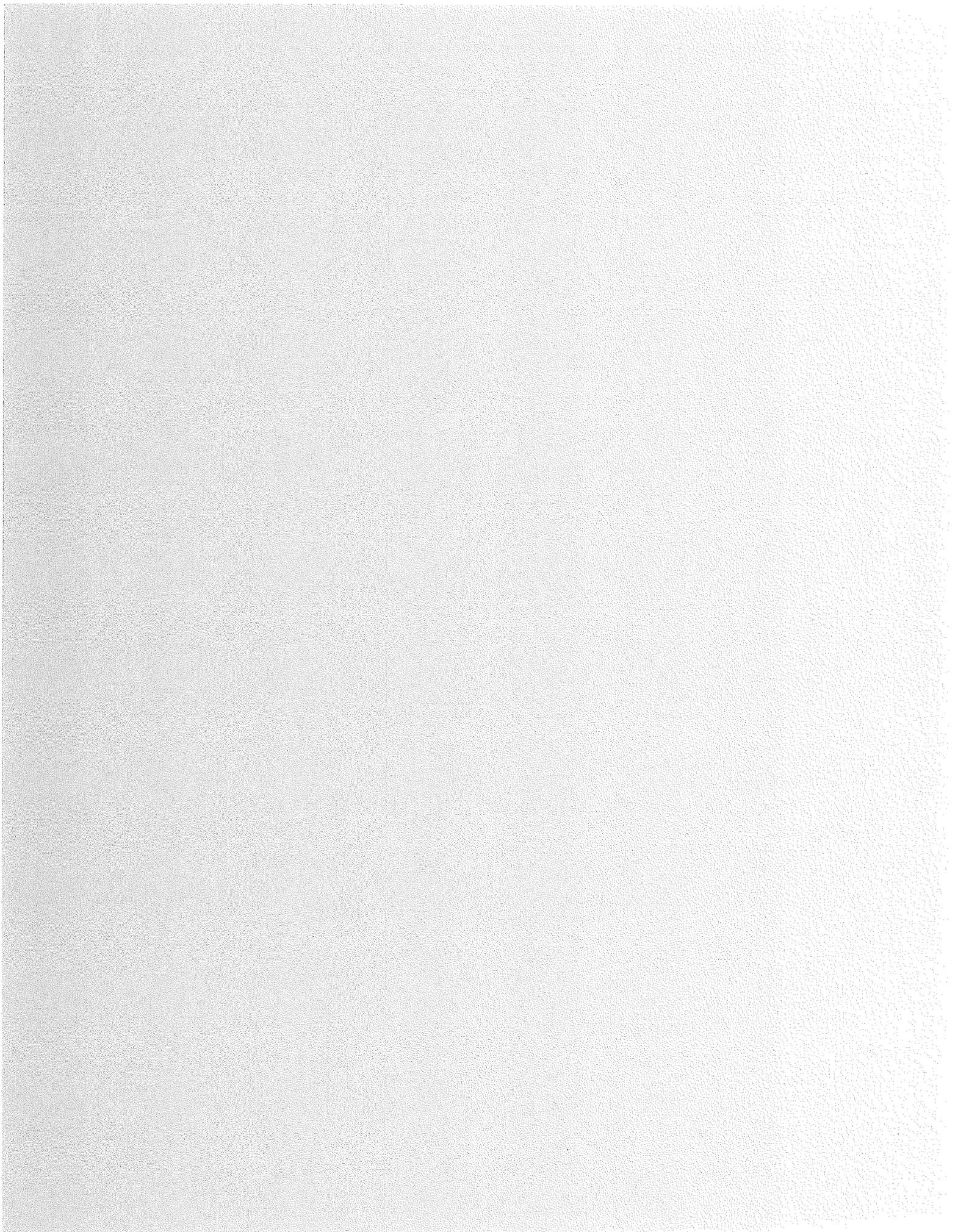
This proposal constitutes a formal offer by EGI to provide professional environmental consulting services to the City of Calexico in accordance with the Scope of Work, schedule and cost described above. This offer is valid for a period of 90 days.

TIMELINE, MILESTONES AND COST

COST ESTIMATE

It is estimated that the total budget required by EGI to complete the proposed Scope of Work will be **\$80,000 – \$120,000** if the technical studies are provided by the Applicant and only require EGI to peer review. A list of the required studies is provided below. The actual cost can be refined once the City provides a Project Description and Application for the El Portal Subdivision.

EIR Section	Required Technical Studies
Aesthetics	Visual Simulations (Optional)
Air Quality	Air Quality/GHG Impact Assessment
Agricultural Resources	LESA Model
Biological Resources	Biological Assessment
	Biological Surveys
Cultural Resources	Cultural Resources Assessment
Climate Change and Greenhouse Gases	See study listed for Air Quality
Geology and Soils	Geotechnical Investigation
Hazards and Hazardous Material	Phase I ESA
Hydrology and Water Quality	Drainage Study
	Hydrology and Water Quality Assessment
Noise	Noise Impact Assessment
Water	Water Supply Assessment
Transportation and Traffic	Traffic Impact Assessment
Other CEQA Sections	Appendix F CEQA Energy Conservation Analysis





5145 Avenida Encinas, Suite H
Carlsbad, CA 92008



Toll free: 888-316-4813
www.ericsson-grant.com

**CITY OF CALEXICO
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this day of November 15th, 2017 by and between the City of Calexico, a municipal corporation organized under the laws of the State of California with its principal place of business at 608 Heber Avenue, Calexico, California 92231 (“City”) and Ericsson Grant, Inc, a CALIFORNIA CORPORATION, with its principal place of business at 5145 Avenida Encinas, Ste., H Carlsbad, CA 92008 (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Environmental Clearance CEQA services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the UA 2017-10 project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Environmental consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from November 15, 2017 to November 15, 2018, unless terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Kevin Grant.

3.2.5 City's Representative. The City hereby designates City Manager/Director of Development Services or designee, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Kevin Grant, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8.1 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.9.2 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.9.3 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the APCD and/or California Air Resources Board (CARB). Although the APCD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by APCD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by APCD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its sub-consultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

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

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: *****INSERT AMOUNT - TYPICALLY, \$1,000,000; HOWEVER, AMOUNT OF INSURANCE REQUIRED DEPENDS UPON NATURE OF CONTRACT AND RISK TO CITY. PLEASE CONTACT RISK MANAGEMENT TO CONFIRM AMOUNT*****] per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: *****INSERT AMOUNT - TYPICALLY, \$1,000,000; HOWEVER, AMOUNT OF INSURANCE REQUIRED DEPENDS UPON NATURE OF CONTRACT AND RISK TO CITY. PLEASE CONTACT RISK MANAGEMENT TO CONFIRM AMOUNT*****] per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. *****INCLUDE ONLY IF APPLICABLE; DELETE OTHERWISE***** Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than *****CONTACT RISK MANAGEMENT TO CONFIRM REQUIREMENTS***** per claim, and shall be endorsed to include contractual liability.

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

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in

connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

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

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

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

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

3.2.10.9 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed **\$80,020.00** without written approval of City's City Manager/Director of Development Services or designee. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work

which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. [***INSERT "IF" OR "SINCE" AS APPLICABLE***] the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and [***INSERT "IF" OR "SINCE" AS APPLICABLE***] the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

EGI, Inc., Ericsson Grant, Inc.

City:

City of Calexico
608 Heber Avenue
Calexico, CA 92231
Attn: City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

3.5.3.2 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.3.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers. **[***IF FOR DESIGN PROFESSIONAL SERVICES (ARCHITECT, LANDSCAPE ARCHITECT, ENGINEER OR LAND SURVEYOR), USE THE FOLLOWING ALTERNATIVE LANGUAGE AND DELETE THE ABOVE LANGUAGE.** To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence, errors or omissions, recklessness, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Consultant's Services, including without limitation the payment of all consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.***]

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations,

understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Imperial County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California 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 agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

CITY OF CALEXICO

EGI, Inc.

By: _____
Armando G. Villa
City Manager

By: _____
Kevin Grant
EGI, Inc.

Attest:

City Clerk

Attest:

Approved as to Form:

City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

[INSERT SCOPE**]**

EXHIBIT "B"

SCHEDULE OF SERVICES

[INSERT SCHEDULE**]**

EXHIBIT "C"

COMPENSATION

[INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES**]**