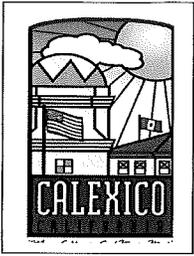


AGENDA
ITEM

12



CITY COUNCIL AGENDA STAFF REPORT

DATE: March 21, 2018

TO: Mayor and City Council

APPROVED BY: David Dale, City Manager *DD*

PREPARED BY: David Dale, City Manager
Miguel Figueroa, Community and Economic Development Director

SUBJECT: Authorize City Manager to Sign an Agreement for Professional Services between the City of Calexico and The Holt Group, Inc. for the Preparation of the 2018 Service Area/Municipal Service Plan.

=====

Recommendation:

Authorize City Manager to sign an agreement for professional services between the City of Calexico and The Holt Group, Inc. for the preparation of the 2018 Service Area/Municipal Service Plan in the amount of \$70,000.

Background:

On January 4, 2018, the City of Calexico issued a Request for Proposal to conduct an update assessment of services offered by the City of Calexico as required by the Imperial County Local Agency Formation Commission (LAFCO).

The City's existing Service Area Plan was adopted by LAFCO and the City in 2006. It is currently deemed out of compliance with LAFCO as it has been more than five years since it has been updated. Since the previous Service Area Plan update, the City has evolved in a variety of ways. The City has grown by approximately 6,100 people representing a 17 percent population growth rate, several homes, apartments and a new outlet mall has been constructed, and most importantly, a housing downturn has occurred that led to a reduction of housing units proposed and previously planned for.

Discussion & Analysis:

The City received two (2) proposals from qualified firms. A selection committee reviewed both proposals and recommended The Holt Group proposal, based on the criteria listed in the Request for Proposal and the distinctive competence to prepare and complete an unblemished service plan that meets the requirements of LAFCO.

<p>AGENDA ITEM 12</p>

Fiscal Impact:

Water Enterprise Funds \$17,500
Sewer Enterprise Funds \$17,500
City Manager Department (General Fund) \$35,000

Coordinated With:

City Manager's Office.
Community and Economic Development Department.

Attachments:

1. The Holt Group Proposal.
2. Request for Proposal - 2018 Service Area/Municipal Service Plan.
3. Agreement for Professional Services.



James G. Holt, P.E.
Robert K. Holt, P.E.

Engineering ■ Planning ■ Surveying

January 26, 2018

David Dale, PE
Acting City Manager
City of Calexico
608 Heber Avenue
Calexico, CA 92231

RE: Service Area/Municipal Service Review Plan 2018 - Proposal Number 2018-004

Dear Mr. Dale,

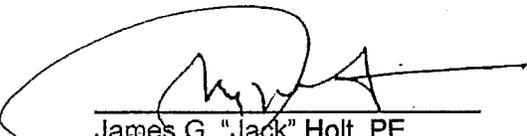
The Holt Group, Inc. is pleased to submit this proposal to the City of Calexico for the preparation of a 2018 Service Area/Municipal Service Plan. The Holt Group, Inc. has extensive experience in municipal planning and civil engineering including facility studies and reports and has prepared numerous Service Area Plans for local jurisdictions including the City of Imperial, City of Holtville, Heber Public Utility District, Seeley County Water District and other local jurisdictions. In fact, over 90% of our work is for municipal clients. Our firm strives to provide tailored services to meet the unique needs of each community. Our team of professionals has a longstanding reputation of delivering quality services with a unique local perspective that many outside firms are simply unable to match.

The City of Calexico can expect to receive the highest quality of service from our firm, in a most responsive manner. Ms. Justina Arce would be the Project Manager and authorized representative for The Holt Group, Inc. should our proposal be accepted. Ms. Arce may be reached at:

1601 North Imperial Avenue
El Centro, California, 92243
(760) 337-3883 or fax (760) 337-5997
justina@theholtgroup.net.

We greatly appreciate the opportunity to be of service and we look forward to a continued and strong working relationship with the City of Calexico. Should you have any questions, please do not hesitate to contact me at (760) 337-3883.

Sincerely,



James G. "Jack" Holt, PE
Secretary/CFO

cc: Justina Gamboa-Arce, THG

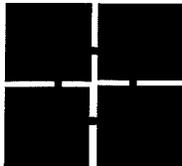


Where California And Mexico Meet

PROPOSAL CITY OF CALEXICO SERVICE AREA PLAN UPDATE 2018

January 26, 2018

Prepared by:



THE HOLT GROUP, INC.
1601 North Imperial Avenue
El Centro, CA 92243
Phone (760) 337-3883
Fax (760) 337-5997

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I. CONSULTANT QUALIFICATIONS

A. EXECUTIVE SUMMARY

The Holt Group, Inc. has been providing Engineering and Surveying Services in Imperial County for over thirty years. The Holt Group Planning Department was formed in 1990 to provide support services to local government and private industries in the areas of environmental documentation, permitting, short- and long-range planning, land planning and development, natural resources management, and grant writing and administration. Ms. Justina Arce is the Senior Planner and Planning Department Manager. Ms. Arce has over twenty years' experience in the Planning profession and along with engineering and planning staff has experience in developing a number of Service Area Plans and Municipal Service Reviews for local jurisdictions, including the City of Imperial, Heber Public Utility District, Seeley County Water District, as well as supervised and performed the quality control review of Municipal Reviews prepared by other consultants for the City of Holtville and the City of Calipatria. Ms. Arce would be the Project Manager and lead for the Calexico Service Area Plan.

B. APPROACH AND SCOPE OF WORK

Data Collection & Review -The approach proposed by the project team is to review the existing 2006 Service Area Plan & 2010 Amendment and perform current data collection and review of all services provided by the City of Calexico and within the Calexico jurisdiction. A list of records request will be forwarded to City staff prior to the kick-off meeting.

Data Analysis & Framework- The project team will organize and analyse the data received and set up a framework for Service Area Plan components and critical discussions necessary.

Administrative Draft SAP-The team will work on the preparation of an Administrative Draft of the Service Area Plan Update in accordance with California Government Code Section 56430 and LAFCo's Service Area Plan Guidelines. The Administrative Draft is an internal drafted intended to be reviewed by all City Department Directors and the City Manager. The Calexico Service Area Plan would be comprehensively updated to reflect current and projected conditions. The following sections shall be addressed in the update.

1. Executive Summary

This Service Area Plan Section shall summarize the conditions identified under the Plan and summarize proposed mitigation. Executive Summary Information shall be presented in table format and shall be included for each service category. Executive Summary data will summarize the findings of various facilities, their per capita costs and anticipated methods of financing.

2. Introduction

This Section shall provide an introduction to the Calexico community, including its historic growth, population projections and summary of services delivered. It will include an introduction of the format and content of the plan.

3. Buildout Projections

This Section will identify land uses and discuss the potential development within the City's existing limits along with itemizing existing, developing and future land uses, within the Sphere of Influence. Projections will be based on General Plan Land Use designations and proposed development places, if any.

4. Phasing Projections

This section shall project how and when development is most likely to be phased throughout the next 20 years. The intent of this section is to provide an additional planning tool that may allow the City to anticipate future public facility needs and to budget monies for the potentially needed improvements.

5. Public Services

A complete description and analysis shall be provided of the applicable services provided to the Calexico community as follows: Administrative Facilities, Circulation Facilities, Sanitary Sewer Facilities, Domestic Water Facilities, Drainage Facilities, Park and Recreation Facilities, Law Enforcement Facilities, Fire Protection Facilities, Library and Cultural Arts Facilities, Airport Facility and Services provided by others including School Facilities. The plan shall continue to identify existing facilities, personnel, and existing and projected demand for each of the District services identified. Mitigation and Financing will be incorporated into each respective discussion.

Example Outline of for each identified Service shall be as follows:

Service Facility

Performance Standard

Facility Planning and Adequacy Analysis

Inventory of existing facilities

Inventory of approved facilities

Growth demand for facility

Buildout/Phasing of facility

Mitigation

Financing Per Capita & Resources

6. Facility Financing

Financial Resources and Opportunities will be discussed under this section as a summary of findings. This Section shall provide financial alternatives available to fund the City's facilities and the potential development impact on City finances. The Consultant will work closely with the City's Finance Officer to obtain the necessary information.

Draft SAP For Public Review-Subsequent to any comments received by City Staff and Management, the project team will perform the necessary modifications and preparation of a Draft Service Area Plan Update for public circulation and presentation at a Planning Commission Meeting and City Council Meeting for authorization to submit to LAFCO. Any comments will be addressed prior to submission to LAFCO. A draft staff report and resolution will be provided to City staff for their use.

Submission to LAFCO- The project manager will coordinate a LAFCO SAP Review Application and attend the Public Hearing on behalf of the City of Calexico.

C. WORK SCHEDULE

The Holt Group, Inc. proposes the following work schedule to satisfactorily complete the tasks above:

Item No.	Component/Milestone	Time Frame
0	Project Management	16 months
1	Data Collection & Kick Off Meeting	2 weeks
2	Data Review, Analysis & Framework	8 weeks
3	Internal Draft of SAP Sections	40 weeks
	<ul style="list-style-type: none"> • Population Projections and Phasing • Administrative Facilities • Circulation Facilities • Sanitary Sewer Facilities • Domestic Water Facilities • Drainage Facilities • Park and Recreation Facilities • Law Enforcement Facilities • Fire Protection Facilities • Library and Cultural Arts Facilities • Airport Facility • Educational Facilities (by Others) • Financing Plan • Executive Summary 	
4	Administrative Draft with Maps & Tables	4 weeks
5	Public Circulation Draft/City Reviewed	4-8 weeks
6	Planning Commission & City Council Action	4 weeks
7	LAFCO Submission	2 weeks
		16 months

The Holt Group, Inc. is committed to delivering quality work within the committed schedule. From time to time our clients may come across impending deadlines that may not coincide with a proposal schedule, at which time our team is fully committed to meet a clients interim objective. The Holt Group, Inc. is prepared to present an *Interim SAP Version, within four months from contract execution*, for the purpose of presenting to LAFCO a satisfactory Service Area Plan to bring the City of Calexico into compliance. The comprehensive quality document would continue thereafter per the above schedule.

D. QUALIFICATIONS & EXPERIENCE

The Holt Group, Inc. is an S Corporation owned by Rob K. Holt, P.E., President and James G. "Jack" Holt, P.E., Secretary/CFO. Founded in 1984, The Holt Group, Inc. is a full-service consulting firm offering Planning, Environmental, Grant Administration, Engineering, Construction Management, Surveying, and related professional services to both private and public-sector clients in Southern California. Our main office is located in El Centro, California, with satellite office

locations in Blythe, California and Palm Desert, California. The company has a total of thirty (30) employees. There are twenty-six (26) staff members reporting to the El Cento Office. All of the Engineering and Planning Services proposed to be provided to the City of Calexico would be prepared out of the Planning Department located in our main El Centro office located at 1601 N. Imperial Avenue, El Centro, California. No subconsultants would be hired for the completion of this proposed Service Area Plan Update.

As previously noted The Holt Group and both the engineering staff and planning staff have experience in developing a number of Service Area Plans and Municipal Service Reviews for local jurisdictions. Ms. Arce would be the Project Manager and lead for the Calexico Service Area Plan. Key personnel and their level of experience are noted in the following narrative (see **Attachment A - Resumes**):

<u>Key Personnel/Title</u>	<u>Project Role, Qualifications & Experience</u>
-----------------------------------	-------------------------------------------------------------

Justina Arce
Senior Planner/Project Manager

Ms. Arce is a degreed Urban Planner with over twenty years in the Planning Profession. She has managed the preparation of numerous Service Area Plans including the current Service Area Plan for the City of Imperial, Heber Public Utility District and the Seeley County Water District. Ms. Arce would be the Project Manager for the Calexico Service Area Plan and be charged with overseeing all planning, engineering and financing sections, and overall quality control.

James "Jack" Holt, PE
Principal Engineer

Mr. Holt is a professional engineer with over forty years' experience in civil engineering. He has completed numerous comprehensive reports for streets, water, sewer, drainage and park facilities. Mr. Holt would be charged with preparing all facility or system analysis conclusions.

Juny Marmolejo, PE
Principal Engineer

Mr. Marmolejo is a professional engineer. Mr. Marmolejo is a senior engineer and has over fifteen years' experience in the preparation of engineering reports, improvement plans and calculations. Mr. Marmolejo would be charged with preparation of all civil narrative and Engineers Opinion of Probable Costs.

George Galvan, AICP
Senior Planner

Mr. George Galvan is a certified urban planner with over twenty years in the planning profession. Mr. Galvan will be charged with completing the study area land use, and population demands for the different facilities.

Erika Espinoza Garcia
Auto CAD Technician

Ms. Erika Garcia holds a communication's major and has been working with The Holt Group Planning Department for over fifteen years. She has played an integral role in developing Service Area Plans and Planning documents that are reader friendly. Ms. Garcia will be tasked with all project logistics and AutoCAD applications.

E. FEE SCHEDULE

(See **Attachment B** for Detailed Breakdown by Staff & Hours)

Task	Component/Milestone	Time Frame	Cost Estimate
0	Project Management & Quality Control	18 months	\$9,240.00
1	Data Collection & Kick Off Meeting	2 weeks	\$5,000.00
2	Data Review, Analysis & Framework	8 weeks	\$10,480.00
3	Internal Draft of SAP Sections	40 weeks	\$32,000.00
4	Administrative Draft (Maps, Tables, Appendices)	4 weeks	\$7,880.00
5	Public Circulation Draft (With Staff Changes)	4-8 weeks	\$6,490.00
6	Planning Commission & City Council Action	4 weeks	\$2,020.00
7	LAFCO Submission	2 weeks	\$1,540.00
	Deliverables	2 weeks	\$1,250.00
TOTAL NOT TO EXCEED			\$75,900.00

Please note that if it becomes necessary to complete an Interim Service Area Plan as noted under Section 3, Work Schedule, additional costs will be incurred, not to exceed \$4,000 for preparation and presentation of that interim version for a total **NOT TO EXCEED COST OF \$79,900.00** upon full completion.

Exclusions- All Fees are excluded, including but not limited to, LAFCO Fees, CEQA Filing Fees, Legal Advertisement Fees, Etc.

Tax ID- The Federal Tax Identification Number for The Holt Group is 33-0417246.

F. REFERENCES

<p><u>Mr. Patrick Harris</u> President of the Board Seeley County Water District 1898 W Main Street Seeley, CA 92273 (760) 352-6612</p> <p>Service Area Plan 2017</p>	<p><u>Ms. Laura Fischer</u> District Manager Heber Public Utility District 1078 Dogwood Road Heber, CA 92249 Tel: 760/482-2440</p> <p>Service Area Plan Update 2018 Service Area Plan Update 2012</p>
<p><u>Mr. Rom Medina</u> City Manager City of Calipatria 125 North Park Avenue Calipatria, CA 92233 Tel: 760/348-4141</p> <p>Service Area Plan Edit 2018</p>	<p><u>Mr. Nicholas Wells</u> City Manager City of Holtville 121 West Fifth Street Holtville, CA 92250 Tel: 760/356-2912</p> <p>Service Area Plan Oversight 2017</p>
<p><u>Mr. Othon Mora</u> Community Development Director City of Imperial 420 South Imperial Avenue Imperial, CA 92251 (760) 355-1152</p> <p>Service Area Plan Update 2015</p>	

II. MEDIA AND ATTACHMENTS (Attachment C)

Attachment A – Resumes

Attachment B – Fee Schedule by Personnel

Attachment C – CD Containing Entire Proposal & Attachments

Attachment A – Resumes

JUSTINA ARCE

SENIOR PLANNER/GRANT MANAGER

EDUCATION

Case Western Reserve University, Ohio
National Community Development Lending School, 2001

California Polytechnic University, Pomona
Bachelor of Science, Urban and Regional Planning, 1996

PROFESSIONAL PRACTICE

THE HOLT GROUP, INC.
Senior Planner
Department Manager
2005 - Present

RABOBANK, INC.
CRA Officer
Vice President
2000 – 2005

THE HOLT GROUP, INC.
Senior Planner
Department Manager
1996 - 2000

RECOGNITIONS

2003-Work recognized by the Federal Reserve Bank of San Francisco and guest speaker at the national 2004 Community Reinvestment Conference

2004-Work Published in Federal Reserve's quarterly Community Investments Magazine Compliance Edition.

GENERAL QUALIFICATIONS

Ms. Gamboa-Arce's offers over twenty (20) years' experience in the planning field on a wide range of long range planning documents, community and economic development planning activities, including successful grant writing and implementation, project management, policy development, and oral delivery at public forums. She has further prepared multiple Service Area Plans for local jurisdictions and special districts. Ms. Gamboa-Arce currently serves as consulting City Planner for the Cities of Holtville and Calipatria and works with the City of Imperial and the HPUD to process planning and environmental projects.

RELEVANT EXPERIENCE

Project: HPUD – Service Area Plan Update 2018

Role: Project Manager/Senior Planner

Ms. Gamboa-Arce managed and contributed to the update and analysis of services provided by this special district after detailed population and growth projections based on planned development including Administration, Sanitary Sewer, Domestic Water, and Parks, and Drainage Facilities.

Project: City of Calipatria – Service Area Plan Updated 2017

Role: Project Manager/Senior Planner

Ms. Gamboa-Arce managed and contributed in the general edit of the Service Area Plan for the following City of Calipatria service areas: Administration, Fire, Law Enforcement, Library, Parks and Recreation, Transportation, Sanitary Sewer, Domestic Water, and Stormwater. Also addressed were educational facilities.

Project: Seeley Water District – Service Area Plan Update 2017

Role: Project Manager/Senior Planner

Ms. Gamboa-Arce managed and contributed to the update and analysis of the Service Area Plan and included extensive assessment of services provided by the County of Imperial in the Seeley community including deficiencies.

Project: City of Imperial – Service Area Plan Update 2015

Role: Project Manager/Senior Planner

Ms. Gamboa-Arce managed, analyzed and updated the Service Area Plan in areas of Administration, Fire, Law Enforcement, Library, Parks and Recreation, Schools, Transportation, Sanitary Sewer, Domestic Water, and Stormwater.

JAMES G. "JACK" HOLT, P.E.

PRINCIPAL ENGINEER./ QAQC

EDUCATION

B.S., Civil Engineering, 1977
University of Michigan
Ann Arbor, Michigan

REGISTRATIONS

Registered Civil Engineer
R.C.E. # 31773, California - 1980
Registered Civil Engineer,
R.C.E. # 25315, Arizona - 1992
California QSP & QSD SWPPP
Certification # 20198

PROFESSIONAL ORGANIZATIONS

American Society of Civil
Engineers
Water Pollution Control
Federation
American Water Works
Association
American Concrete Institute

PROFESSIONAL PRACTICE

THE HOLT GROUP, INC.

El Centro, California
August 2007 - Present

MAINIERO, SMITH & ASSOCIATES

Palm Springs, California
1979 - 1983

PERLA STOUT ASSOCIATES, INC.

Traverse City, Michigan
1977 - 1979

JOHN C. LINTON & ASSOCIATES

Traverse City, Michigan
1974 - 1977

GENERAL QUALIFICATIONS

Mr. James G. Holt offers over forty years of engineering design, surveying, project administration, and construction management experience. Mr. Holt currently manages The Holt Group El Centro office. Mr. Holt has been responsible for the preparation of numerous reports to public agencies related to civil engineering projects in California and Arizona since 1979, including water and wastewater Preliminary Engineering Reports (PERs) and studies, water and wastewater treatment plant expansions, wastewater pump stations, domestic booster pump stations, water and wastewater pipeline projects and numerous street and roadway improvement projects.

RELEVANT EXPERIENCE

Projects: *Service Area Plan Updates (Multiple Clients)*

Role: Senior Engineer

Mr. Holt reviewed and edited for quality control all final Service Area Plan narrative associated with civil infrastructure for SAP's prepared by The Holt Group, Inc for the communities of Seeley, Heber, Calipatria, Imperial, and Holtville between 2012-2018.

Project: Preliminary Engineer Reports (Multiple Clients)

Mr. Holt has completed multiple engineering studies and reports for an array of public clients including but not limited to the Seeley County Water District WWTP (2017), BECC COCEF, Niland WWTP (2016), Heber Public Utility District WTP (2006), City of Calipatria Delta Pump Station Engineering Report (2011), Holtville WTP (2016), Imperial County Gateway Water Distribution Study (2017), City of Imperial Hydrology Report for ICUSD (2009).

JESUS "JUNY" MARMOLEJO, P.E.

PROJECT ENGINEER/PROJECT MANAGER – ENGINEERING/CONSTRUCTION MANAGEMENT

EDUCATION

B.S., Civil Engineering,
June 2002
California State University
at
Long Beach
Long Beach, CA

CERTIFICATIONS

Registered Professional
Engineer (P.E.)
California, Certificate No.
C80410

PROFESSIONAL PRACTICE

THE HOLT GROUP, INC.
El Centro, California
August 2002 - Present

**KPFF CONSULTING
ENGINEERS**

Long Beach, CA
June 2001 – August 2002

GRANITE CONSTRUCTION

El Centro, California
June 1998 – August 1998

GENERAL QUALIFICATIONS

During Mr. Marmolejo's tenure at The Holt Group, he has prepared and managed multiple engineering studies, improvement plans, specifications and contract documents, and has provided construction management services for various types and magnitudes of civil infrastructure including water and wastewater treatment plants, pump stations, retention basins, water distribution, sewer and stormwater collections systems, and street infrastructure. Mr. Marmolejo has extensive knowledge and command of various civil engineering activities which include Engineering Reports, Improvements Plans, Storm Water Pollution Prevention Plans, Quantity Estimates and Cost Estimates, Engineering Calculations, Surveying, Construction inspection and monitoring/observation.

RELEVANT EXPERIENCE

Project: *HPUD Service Area Plan - 2018*

Role: Project Engineer

Mr. Marmolejo provided assistance with the description and inventory of existing facilities for the Water Treatment and Distribution Facilities, as well as the Wastewater Treatment and Sewer Collection Facilities and provided cost estimates for capital project needs.

Project: *Seeley County Water District 2017 Service Area Plan*

Role: Project Engineer

Mr. Marmolejo reviewed and prepared an inventory of existing facilities for the Water Treatment and Distribution Facilities, as well as the Wastewater Treatment and Sewer Collection Facilities. Mr. Marmolejo assisted with preparation of exhibits for water facilities and wastewater facilities and provided cost estimates on capital needs.

Project: *County of Imperial – Gateway of Americas 2017 Water Distribution System Study*

Role: Project Manager

Mr. Marmolejo was responsible for managing the preparation of inventory of the existing water distribution system, preparation of exhibits, analysis of the water distribution system, provide recommendations, and draft of Report.

GEORGE GALVAN, A.I.C.P.

SENIOR PLANNER - PLANNING AND DEVELOPMENT

EDUCATION

B.S., Urban and Regional Planning, 1996
California State Polytechnic University, Pomona

CERTIFICATION

America Institute of Certified Planners
No. 021337

PROFESSIONAL PRACTICE

THE HOLT GROUP, INC.
El Centro, California
July 2017 – Present
December 1997 – June 2007

CITY OF IMPERIAL
Imperial, California
July 2007 – July 2017

CITY OF SAN DIMAS
San Dimas, California
September 1994 – November 1997

GENERAL QUALIFICATIONS

George Galvan has over twenty (20) years of experience in various facets of land use planning, urban design, and economic development. He recently returned to The Holt Group after working for the City of Imperial as their Community Development Director for a period of ten (10) years. During his tenure with the City of Imperial, he was responsible for developing and implementing the City's Capital Improvement Program which outlined improvements to the water treatment plant and distribution system, wastewater treatment plant and collection system, roadway widening and extension projects, and other infrastructure improvement projects.

RELEVANT EXPERIENCE

Project: Heber Public Utility District 2018 Service Area Plan
Role: Senior Planner

Mr. Galvan was part of the project team in the 2017 HPUD Service Area Plan Update examining water and wastewater demands based on various population growth scenarios.

Project: Seeley County Water District 2017 Service Area Plan
Role: Senior Planner

Mr. Galvan was part of the project team that completed the Service Area Plan Updates for the SCWD and examined water and wastewater demands based on various population growth scenarios. Mr. Galvan has extensive knowledge in growth trends for Imperial Valley and the region's absorption rate for residential development as a predictor of population growth.

Project: City of Imperial – Service Area Plans
Role: Senior Planner

As Planning Director in the City of Imperial, Mr. Galvan was responsible for the 2004, 2008, 2010, and 2015 Service Area Plan Updates in response to the City rapidly expanding with simultaneous annexation projects and development projects. Mr. Galvan played a key role in the decision-making process for upgrades to the City's infrastructure system in response to demands.

ERIKA GARCIA

Auto CAD Tech/Planning Assistant

EDUCATION

Universidad Autonoma de Baja California
B.S. Mass Communications,
2002

PROFESSIONAL PRACTICE

THE HOLT GROUP, INC.
Planning Assistant
2007 - Present

GENERAL QUALIFICATIONS

Ms. Garcia has been employed by The Holt Group since 2007 as the AutoCAD Technician and Planning Assistant for the Planning Department. Ms. Garcia has been assisting the planning department with the design, graphic exhibits as well as map research for various Planning projects. She has exceptional organizational and document presentation skills and maintains impeccable files critical for audit purposes. Ms. Garcia has experience in agency processes and submittal requirements, noticing, and legal notifications. Her AutoCAD experience includes the preparation of exhibits, site plans, cross sections, elevation views, and various concept projects, in order to effectively deliver an idea, condition or situation across.

RELEVANT EXPERIENCE

Project: *HPUD – Service Area Plan Update 2018*

Role: Auto CAD Technician

Ms. Garcia prepared multiple exhibits into CAD system for the applicable services including transportation maps, collections system maps, drainage maps, distribution system maps and various other infrastructure maps.

Project: *City of Calipatria – Service Area Plan Updated 2017*

Role: Auto CAD Technician

Ms. Garcia prepared multiple exhibits into CAD system in relation to services provided to the Calipatria Community.

Project: *Seeley Water District – Service Area Plan Update 2017*

Role: Auto CAD Technician

Ms. Garcia prepared multiple exhibits into CAD system for services provided by SCWD as well as services provided by Imperial County within the Seeley Community.

Project: *City of Imperial – Service Area Plan Update 2015*

Role: Auto CAD Technician

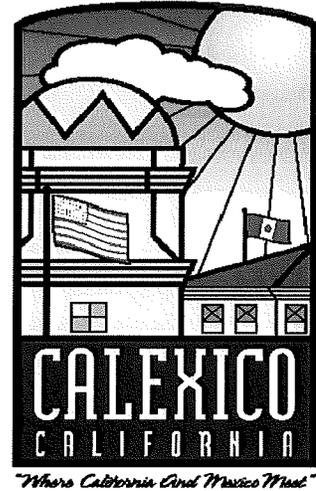
Ms. Garcia prepared infrastructure exhibits into CAD system for the applicable services provided in the City of Imperial.

Attachment B – Fee Schedule by Personnel

Fee Schedule by Personnel

0 Project Management and Quality Control				40 weeks
Senior Planner/Project Manager	36	\$ 130.00	\$	4,680.00
Principal Engineer	16	\$ 160.00	\$	2,560.00
Planning Clerk	20	\$ 60.00	\$	1,200.00
Administrative Assistant	20	\$ 40.00	\$	800.00
				\$ 9,240.00
1 Data Collection & Kick Off Meeting				2 weeks
Senior Planner/Project Manager	12	\$ 130.00	\$	1,560.00
Principal Engineer	8	\$ 160.00	\$	1,280.00
Project Engineer	8	\$ 140.00	\$	1,120.00
Planning Clerk	12	\$ 60.00	\$	720.00
Administrative Assistant	8	\$ 40.00	\$	320.00
				\$ 5,000.00
2 Data Review, Analysis & Framework				8 weeks
Senior Planner/Project Manager	40	\$ 130.00	\$	5,200.00
Project Engineer	24	\$ 140.00	\$	3,360.00
Planning Clerk	24	\$ 60.00	\$	1,440.00
Administrative Assistant	12	\$ 40.00	\$	480.00
				\$ 10,480.00
3 Internal Draft of SAP Sections				40 weeks
Senior Planner/Project Manager	102	\$ 130.00	\$	13,260.00
Principal Engineer	24	\$ 160.00	\$	3,840.00
Project Engineer	40	\$ 140.00	\$	5,600.00
Planning Designer/AutoCAD Technician	84	\$ 75.00	\$	6,300.00
Planning Clerk	30	\$ 60.00	\$	1,800.00
Administrative Assistant	30	\$ 40.00	\$	1,200.00
				\$ 32,000.00
4 Administrative Draft (Final Maps, Tables, Appendices)				4 weeks
Senior Planner/Project Manager	16	\$ 130.00	\$	2,080.00
Principal Engineer	8	\$ 160.00	\$	1,280.00
Project Engineer	8	\$ 140.00	\$	1,120.00
Planning Designer/AutoCAD Technician	24	\$ 75.00	\$	1,800.00
Planning Clerk	16	\$ 60.00	\$	960.00
Administrative Assistant	16	\$ 40.00	\$	640.00
				\$ 7,880.00
5 Public Circulation Draft (With Staff Changes)				4-8 weeks
Senior Planner/Project Manager	26	\$ 130.00	\$	3,380.00
Project Engineer	10	\$ 140.00	\$	1,400.00
Planning Designer/AutoCAD Technician	10	\$ 75.00	\$	750.00
Planning Clerk	8	\$ 60.00	\$	480.00
Administrative Assistant	12	\$ 40.00	\$	480.00
				\$ 6,490.00
6 Planning Commission & City Council Action				3 weeks
Senior Planner/Project Manager	10	\$ 130.00	\$	1,300.00
Planning Clerk	6	\$ 60.00	\$	360.00
Administrative Assistant	9	\$ 40.00	\$	360.00
				\$ 2,020.00
7 LAFCO Submission				4 weeks
Senior Planner/Project Manager	10	\$ 130.00	\$	1,300.00
Administrative Assistant	6	\$ 40.00	\$	240.00
				\$ 1,540.00
8 Deliverables				
Draft SAP	15 Sets	\$50 each	\$	750.00
Final SAP	10 Sets	\$50 each	\$	500.00
				\$ 1,250.00
Total Not to Exceed				\$ 75,900.00

CITY OF CALEXICO
Community and Economic Development Department



REQUEST FOR PROPOSALS
SERVICE AREA PLAN UPDATE 2018

Proposal Due Date: January 30, 2018 at 5:00 p.m.

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT
608 Heber Avenue, Calexico, CA 92231
(760) 768-2177
www.calexico.ca.gov

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CITY OF CALEXICO
REQUEST FOR PROPOSALS

SERVICE AREA PLAN UPDATE 2018

I. INTRODUCTION

The Community and Economic Development Department of the City of Calexico is requesting proposals from qualified consultants to prepare a Service Area Plan Update for the City of Calexico (“the City”). The selected consultant will review the existing Service Area Plan, and will update the document to reflect current conditions.

The City is working in partnership with the Imperial County Local Agency Formation Commission (“LAFCO”). The mandate for LAFCO is to conduct service reviews as part of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (California Government Code § 56000 *et seq.*) Pursuant to Government Code § 56425, “on or before January 1, 2006, and every five years thereafter, the Commission, shall as necessary, review and update each sphere of influence.” The City intends the update of the Service Area Plan (SAP) will satisfy this requirement upon review and approval by LAFCO. The last SAP was completed by the City on May 31, 2006 and amended on October 10, 2008. The City has recently contracted to complete the Water System and Wastewater Treatment Facilities Master Plans, expected to be complete on or around April 1, 2018.

II. BACKGROUND

Geographically, the City is situated along the border with SR 98, about 120 miles east of San Diego, 60 miles west of Yuma, Arizona and next to Mexicali, Baja California, Mexico. The City is the second largest city within Imperial County, one of the most developed agricultural regions in the Country, with annual crop production of over \$1 billion. The City encompasses approximately 8.4 square miles in size and has a population of approximately 41,000 people, however, during weekday working hours, its population temporarily increases due to visitors conducting city business or those working in the City, including many visitors from Mexico.

The City provides a variety of services to serve its residents and businesses, located within the City or within the sphere of influence. Services and facilities being provided by the City are as follows: Administrative, Drainage, Fire, and Law Enforcement, Library, Parks and Recreation, Transportation, Wastewater Collection and Treatment and Water Distribution and Treatment.

III. PROJECT DESCRIPTION

The City's existing Service Area Plan was adopted by LAFCO and the City in 2006. It is currently deemed out of compliance with LAFCO as it has been more than five (5) years since it has been updated. Since the previous Service Area Plan update, the City has evolved in a variety of ways. The City has grown by approximately 6,100 people representing a 17 percent population growth rate, several homes, apartments and a new outlet mall has been constructed, and most importantly, a housing downturn has occurred that led to a reduction of housing units proposed and previously planned for. It is critical for the City to update its Service Area Plan to evaluate the current City services and ensure their adequacy for the future provision of services. Additionally, LAFCO has required that the City update its Service Area Plan prior to any new annexations.

IV. SCOPE OF SERVICES

The Service Area Plan Update 2018 shall provide the research and analysis to enable LAFCO and the City to make a determination regarding the following subjects:

- i. *Growth and population projections for the affected area;*
- ii. *Present and planned capacity of public facilities and adequacy of public services, including infrastructure needs or deficiencies;*
- iii. *Financial ability of the City and other local agencies to provide services;*
- iv. *Status of, and opportunities for, shared facilities;*
- v. *Accountability for community service needs, including governmental structure and operational efficiencies;*
- vi. *Any other matter related to effective or efficient service delivery.*

The **Scope of Services** shall be presented, as follows:

1. Summary

This section should focus on how facilities will be financed. The conditions proposed by the plan should also be highlighted. A table shall be included in this sections that will summarize the various facilities, their costs and anticipated methods of financing.

2. Introduction

This section should provide a background on the City, identify the purpose of the Service Area Plan, and identify the contents and organization of the Service Area Plan.

3. Buildout Projections

This section shall include the potential development within the City's existing city limits and the sphere of influence.

4. Phasing Projections

This section shall attempt to project how and when development will be phased. The intent shall be to provide an additional tool that will allow the City to anticipate future public facility needs and to allocate funds for their improvement.

5. Requirements for Public Services

This section shall update the public services section and include a detailed description and analysis identifying when and how each facility will be provided and financed, based upon buildout projections and phasing assumptions. The facilities and services that shall be **updated** and analyzed under these sections are as follows: **Administrative Facilities, Drainage Facilities, Fire Facilities, Law Enforcement Facilities, Library Facilities, Parks and Recreation Facilities, Transportation Facilities, Airport Facility Wastewater Treatment and Collection System Facilities, Water Treatment and Distribution Facilities** (note that a Microsoft Word format copy of the current Service Area Plan is not available). The exhibits within each respective public service section shall also be updated. A total of thirteen (13) exhibits 11" x 17" size will be required to be updated. Additional exhibits may be incorporated as deemed necessary by the consultant.

The aforementioned public facilities shall be updated; however, a **new section** shall be incorporated and analyzed for **School Facilities**. A new exhibit identifying the location of each of the school facilities within the planning area shall be incorporated. Although the City does not have jurisdiction over school providers, LAFCO requires assurance that the affected service provider(s) will be able to accommodate the projected growth within the amended sphere of influence. The updated Service Area Plan shall include an agreement between the City and the Calexico Unified School District, and the affected service provider(s) identifying when and how facilities and/or services will be provided.

Each of the public serviced discussed shall be outlined as follows:

- A. **Performance Standard**
- B. **Facility Planning and Adequacy Analysis**
- C. **Inventory of Existing Facilities**
- D. **Inventory of Approved Facilities**
- E. **Buildout Demand for Facilities**
- F. **Phasing of Facilities**
- G. **Mitigation**

6. **Financing**

This section shall provide a summary of the financial alternatives available to fund each facility and include a discussion of the potential financial impact on the City's finances.

7. **Appendices**

The City shall be furnished with all technical studies used to complete the Service Area Plan.

V. **DELIVERABLES**

The selected consultant will be required to submit the following documents to the City for review:

- Fifteen (15) hard copies of the **Draft** Service Area Plan inclusive of a minimum of thirteen (13) exhibits;
- Five (5) compact discs ("CD" when singular; "CDs" when plural, or memory sticks) of the **Draft** Service Area Plan;
- Ten (10) hard copies of the Final Service Area Plan;
- Five (5) CDs of the Final Service Area Plan or memory stick. The CD shall include a 2013 Microsoft Word copy (".docx" of the Service Area Plan and all exhibits included in the Service Area Plan shall be provided in ArcGIS or AutoCad format.

VI. PROPOSAL SUBMISSION REQUIREMENTS

The City must receive **Five (5)** bound copies and one (1) unbound, reproducible copy of the proposal, along with one (1) electronic copy in Adobe Portable Document format (“.pdf”) on a CD or digital versatile disc (“DVD” when singular, “DVDs” when plural). The sealed proposals must be received by the office of the City Clerk by 2:00 p.m. on January 30, 2018 (no exceptions). They will be publicly opened and read at the above stated time and place. The City reserves the right to issue written notice to all participating firms with any changes in the submission schedule, scope of work or work-related products, should it be determined that such changes are necessary.

All proposals must be delivered by the deadline date to:

**City of Calexico
Office of the City Clerk
608 Heber Avenue
Calexico, CA 92231
RE: Service Area Plan Update 2018**

**** All submitted documents will become part of the City’s official files and will not be returned ****

VII. TENTATIVE SCHEDULE

1. Request for Proposals Release Date	January 4, 2018
2. Questions Due	January 22, 2018
3. Proposals Due	January 30, 2018
4. City Council Selection and Award	February 7, 2018
5. Kick-off Meeting	February 21, 2018

VIII. PROPOSAL REQUIREMENTS

Proposal responses must adhere to the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements or the inclusion of conditions, limitations or misrepresentations may be cause for rejection of the submittal. Use “8^{1/2} X 11” sheets (foldout are acceptable for charts, etc.) and font size large enough to be easily legible, but not smaller than 10 point. The original proposal and each subsequent copy must be submitted on paper, properly bound, appropriately tabbed and labeled in the following order:

- A. **Cover Letter:** Provide a cover letter and introduction, including the name and address of the organization and individual submitting the proposal, together with the name, address, telephone and fax numbers, and e-mail address of the contact person who will be authorized to represent the organization, and an

expression of the consultant's ability and desire to meet the requirements of this Request for Proposals. The letter must signed by an individual authorized to bind the firm contractually.

- B. **Table of Contents:** This section shall include a detailed table of contents and an outline of the submittal, identified by sequential page number and by section reference number, and section title as describe herein.
- C. **Consultant Qualifications:** Describe the firm's resources, experience, and capabilities as it relates to the Scope of Services described under Section IV. Submit in the order identified below:
1. **Executive Summary:** An executive summary should briefly describe the consultant's qualifications, including experience in the preparation of Service Area Plan and Service Area Plan Update. The summary should include a description of similar projects completed for other cities or counties.
 2. **Approach and Scope of Work:** Describe the firm's approach to completing the Service Area Plan Update 2018, provide a summary of major tasks and key sub-tasks, and identify proposed meetings including any public outreach meetings, public hearings, and deliverables.
 3. **Work Schedule:** Include a proposed Work Schedule or Timeline which includes phased milestones for the completion of the scope of work, based on an initial start date of November 30, 2018. The Work Schedule should demonstrate how and what point the consultant will complete the Draft Service Area Plan, incorporate any public outreach meetings and review period and complete any necessary revisions to the Service Area Plan, pursuant to the direction of the City's Planning Commission, City Council and LAFCO. The City wants the Service Area Plan Update to be completed in an expeditious manner and will assist the selected consultant by providing them with background information necessary to complete the document.
 4. **Qualifications and Experience:** Provide the firm's background and qualifications to perform the requested services. Identify any subcontractors that will be working on the Service Area Plan update. Identify all project personnel and their role in completing the Service Area Plan project, and summarize relevant qualifications and experience of each of the identified personnel. Also provide a list of Service Area Plans previously prepared and/or similar projects completed for the past 5 years.

5. **Fee Schedule and Experience:** Provide a fee schedule for the types of services and personnel to complete the Scope of Services. List any travel costs and any other direct or indirect costs associated with performing the required services. Provide hourly rates for each person who will be involved in the work, a detailed cost breakdown, including the cost for each task necessary for the proposed scope of work. Costs should include hours and staff assignment for each task. The cost estimates should include cost for all administrative and material costs and shall be a no-to-exceed total budget amount.
6. **References:** The consultant shall provide a minimum of 4 client references, preferable city or county governments for whom the consultant has previously had contracts with for the provision of services of equal type and scope within the last 5 years.
7. **Media Attachments:** CDs or DVDs shall be provided within a storage page at the end of the document or within a storage pockets attached to the interior of the last page of the document with the contents of the CD or DVD clearly labeled. Documents within the CD or DVD shall be in .docx or .pdf format.

IX. SELECTION CRITERIA

Proposals will be ranked using the following weight criteria:

CRITERIA	POINTS
a. Successful Experience in Similar Efforts	25
b. Project Schedule	15
c. Commitment of Senior and Qualified Staff to the Project	15
d. Quality of Content and Format of Proposal	5
e. Familiarity with the City	10
f. Quality of Content and Format of Reference Work	10
g. Cost	20
TOTAL	100

X. SELECTION PROCESS

Based on relevant work experience, the completeness of the responses, cost and the overall project approach identified in the proposals received, the most qualified firm will be selected. If determined by the City it is needed, qualified firms will be invited, at their expense, for an interview with the selection committee.

The City reserves the right to reject any or all proposals for any reason. The services to be provided shall be accordance with the City's standard consultant services agreement which will be approved by the City Council (Refer to attached sample agreement.)

Questions regarding this Request for Proposal may be directed to:

Mr. Miguel Figueroa

Community and Economic Development Director
City of Calexico
608 Heber Avenue
Calexico, CA 92251
or via email at mfigueroa@calexico.ca.gov

The intention is to negotiate and award a contract within fifteen (15) days of the date of the date of receipt of proposals. Proposals may be delivered in person, by mail, or by delivery service. No telephone or fax submittal will be accepted. Responsibility for delivery and acknowledgment shall rest with the person or firm submitting the proposal.

XI. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) EXCLUSION

The Consultant will be completing the CEQA documentation required for the proposed Service Area Plan Update 2018. As such, please include CEQA compliance as part of the Scope of Services.

XII. BUSINESS LICENSE REQUIREMENT

After selection and execution of a consultant services Agreement and prior to rendering services to the City, the successful consultant shall obtain a business license from the City. It is unlawful for any person to furnish supplies or services, or transact any kind of business in the City without obtaining a business license from the City. Business license applications are available at

http://www.calexico.ca.gov/index.asp?SEC=6A842C14-71D2-4815-8D75-89A210535E65&Type=B_BASIC

For further information on Business Licenses, contact Finance Revenue Officer at (760) 768-2132.

**PROPOSED
AGREEMENT
FOR
CONSULTING SERVICES**

**BETWEEN THE
CITY OF CALEXICO**

AND

TBD

**FOR THE CITY'S
SERVICE AREA PLAN UPDATE 2018**

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the __th day of February 2018, by and between the City of Calexico ("City") and _____ ("Consultant").

RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner. Consultant shall perform the services described on Exhibit A which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time.
2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the City. All such work shall be completed no later than February 28, 2018. Time is of the essence for every provision of this agreement that states a time for performance and for every deadline imposed by the City.
3. Compensation. Compensation to be paid to Consultant shall be as set forth in Exhibit B, which is attached hereto and incorporated herein by reference. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request.
6. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
7. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by and during this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

8. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

9. Indemnity. Consultant agrees to indemnify, including the cost to defend, the City, and its officers, agents and employees from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence, willful misconduct or defects in design by the City or its agents, servants, or independent contractors who are directly responsible to the City, or the active negligence of the City.

To the fullest extent permitted by law, the Consultant shall (1) immediately defend and (2) indemnify the City, and its councilmembers, officers, agents, and employees from and against all liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

(b) The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its councilmembers, officers, agents, and employees, immediately upon tender to Consultant of the claim in any form

or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.

(c) The review, acceptance or approval of the City's work or work product by any indemnified party shall not affect, relieve or reduce the City's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

10. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply

separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

iv. Errors and Omissions Liability. Consultant shall maintain errors and omissions liability insurance for all work performed under this Agreement in an amount of not less than one million dollars (\$1,000,000).

b. Policy Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The City of Calexico, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

v. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant

shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance and Endorsements. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

11. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

12. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall obtain a City of Calexico Business License.

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, Interim City Manager
608 Heber Ave.
Calexico, CA 92231

If to Consultant: **TBD**

15. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum

period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

16. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

17. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

18. 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.

19. 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.

20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written

authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

21. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for 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:

CONSULTANT:

David B. Dale
Interim City Manager

APPROVED AS TO FORM:

ATTEST:

Carlos Campos
Interim City Attorney

Gabriela Garcia
Deputy City Clerk

**PROPOSED
AGREEMENT
FOR
CONSULTING SERVICES**

**BETWEEN THE
CITY OF CALEXICO**

AND

THE HOLT GROUP INC.

**FOR THE CITY'S
SERVICE AREA PLAN UPDATE 2018**

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the 21st day of March 2018, by and between the City of Calexico ("City") and The Holt Group, Inc. ("Consultant").

RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner. Consultant shall perform the services described on Exhibit A which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time.
2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the City. All such work shall be completed no later than February 28, 2018. Time is of the essence for every provision of this agreement that states a time for performance and for every deadline imposed by the City.
3. Compensation. Compensation to be paid to Consultant shall be as set forth in Exhibit B, which is attached hereto and incorporated herein by reference. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.
4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request.
6. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
7. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by and during this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

8. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

9. Indemnity. Consultant agrees to indemnify, including the cost to defend, the City, and its officers, agents and employees from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract. This indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence, willful misconduct or defects in design by the City or its agents, servants, or independent contractors who are directly responsible to the City, or the active negligence of the City.

To the fullest extent permitted by law, the Consultant shall (1) immediately defend and (2) indemnify the City, and its councilmembers, officers, agents, and employees from and against all liabilities regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

(b) The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its councilmembers, officers, agents, and employees, immediately upon tender to Consultant of the claim in any form

or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to the City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the indemnified party.

(c) The review, acceptance or approval of the City's work or work product by any indemnified party shall not affect, relieve or reduce the City's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

10. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply

separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

iv. Errors and Omissions Liability. Consultant shall maintain errors and omissions liability insurance for all work performed under this Agreement in an amount of not less than one million dollars (\$1,000,000).

b. Policy Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The City of Calexico, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

v. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

16. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

17. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

18. 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.

19. 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.

20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence

of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

21. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for 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:

CONSULTANT:

David B. Dale
City Manager

James G. Holt
Secretary/CFO

APPROVED AS TO FORM:

ATTEST:

Carlos Campos
Interim City Attorney

Gabriela Garcia
Deputy City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

(Proposal dated January 26, 2018)

EXHIBIT "B"

SCHEDULE OF CHARGES



James G. Holt, P.E.
Robert K. Holt, P.E.

Engineering ■ Planning ■ Surveying

March 7, 2018

David Dale, PE, City Manager
City of Calexico
608 Heber Avenue
Calexico, CA 92231

**RE: Service Area/Municipal Service Review Plan 2018 - Proposal Number 2018-004
Proposal Amendment from \$79,900 to \$70,000**

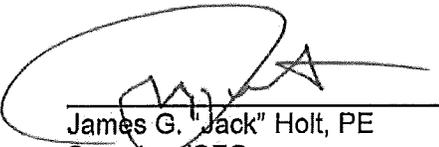
Dear Mr. Dale,

The Holt Group, Inc. is pleased to learn it is under consideration for award of the City of Calexico 2018 Service Area/Municipal Service Plan update project. Please accept this letter in response to your request for price negotiation. We would like to clarify that besides quality, the cost of a Service Area Plan is driven by two major factors: 1) the length of time between the last SAP Update (2006) and the current project (identifies the extent of outdated information that will need to be updated) and 2) the type and number of service facilities to be assessed. The City added to the RFP two new areas of service not previously assessed which are School Facilities and Airport Facilities.

As previously communicated, The Holt Group, Inc. has extensive experience in municipal planning and civil engineering including facility studies and reports and has prepared numerous Service Area Plans for local jurisdictions and you will find that our hourly rates are highly competitive and as such our clients get more hours of service than any competitor under the same bottom line cost. Our firm prides ourselves in being able to work with our client's needs and in this vein, we have taken a second look at our proposal to try and attempt to structure the service to something that is more fitting to the City's budget. We can reduce the \$79,900 cost of the SAP (and Interim SAP) by issuing Data Request Forms to the different City Department Managers for their completion and/or verification which would save our team research time during the Internal Draft, Task 3, of the Scope of Work which would result in a savings of \$9,900.

Please consider our proposal amendment from \$79,900 to \$70,000. We thank you for the opportunity to be of service. Should you have any questions, please do not hesitate to contact Justina Arce, or me at (760) 337-3883.

Sincerely,



James G. "Jack" Holt, PE
Secretary/CFO

cc: Justina Gamboa-Arce, THG

Fee Schedule by Personnel

0 Project Management and Quality Control				40 weeks
Senior Planner/Project Manager	36	\$	130.00	\$ 4,680.00
Principal Engineer	16	\$	160.00	\$ 2,560.00
Planning Clerk	20	\$	60.00	\$ 1,200.00
Administrative Assistant	20	\$	40.00	\$ 800.00
				\$ 9,240.00
1 Data Collection & Kick Off Meeting				2 weeks
Senior Planner/Project Manager	12	\$	130.00	\$ 1,560.00
Principal Engineer	8	\$	160.00	\$ 1,280.00
Project Engineer	8	\$	140.00	\$ 1,120.00
Planning Clerk	12	\$	60.00	\$ 720.00
Administrative Assistant	8	\$	40.00	\$ 320.00
				\$ 5,000.00
2 Data Review, Analysis & Framework				8 weeks
Senior Planner/Project Manager	40	\$	130.00	\$ 5,200.00
Project Engineer	24	\$	140.00	\$ 3,360.00
Planning Clerk	24	\$	60.00	\$ 1,440.00
Administrative Assistant	12	\$	40.00	\$ 480.00
				\$ 10,480.00
3 Internal Draft of SAP Sections				40 weeks
Senior Planner/Project Manager	102	\$	130.00	\$ 13,260.00
Principal Engineer	24	\$	160.00	\$ 3,840.00
Project Engineer	40	\$	140.00	\$ 5,600.00
Planning Designer/AutoCAD Technician	84	\$	75.00	\$ 6,300.00
Planning Clerk	30	\$	60.00	\$ 1,800.00
Administrative Assistant	30	\$	40.00	\$ 1,200.00
				\$ 32,000.00
4 Administrative Draft (Final Maps, Tables, Appendices)				4 weeks
Senior Planner/Project Manager	16	\$	130.00	\$ 2,080.00
Principal Engineer	8	\$	160.00	\$ 1,280.00
Project Engineer	8	\$	140.00	\$ 1,120.00
Planning Designer/AutoCAD Technician	24	\$	75.00	\$ 1,800.00
Planning Clerk	16	\$	60.00	\$ 960.00
Administrative Assistant	16	\$	40.00	\$ 640.00
				\$ 7,880.00
5 Public Circulation Draft (With Staff Changes)				4-8 weeks
Senior Planner/Project Manager	26	\$	130.00	\$ 3,380.00
Project Engineer	10	\$	140.00	\$ 1,400.00
Planning Designer/AutoCAD Technician	10	\$	75.00	\$ 750.00
Planning Clerk	8	\$	60.00	\$ 480.00
Administrative Assistant	12	\$	40.00	\$ 480.00
				\$ 6,490.00
6 Planning Commission & City Council Action				3 weeks
Senior Planner/Project Manager	10	\$	130.00	\$ 1,300.00
Planning Clerk	6	\$	60.00	\$ 360.00
Administrative Assistant	9	\$	40.00	\$ 360.00
				\$ 2,020.00
7 LAFCO Submission				4 weeks
Senior Planner/Project Manager	10	\$	130.00	\$ 1,300.00
Administrative Assistant	6	\$	40.00	\$ 240.00
				\$ 1,540.00
8 Deliverables				
Draft SAP	15 Sets	\$50 each	\$	750.00
Final SAP	10 Sets	\$50 each	\$	500.00
				\$ 1,250.00

Total Not to Exceed \$ 75,900.00

EXHIBIT "C"

CERTIFICATE OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE

I hereby certify that in the performance of the work for which this Agreement is entered into, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of the State of California.

Executed on this _____ day of _____, 2018, at _____, California.

Consultant