

ATTACHMENT 1B

PROFESSIONAL SERVICES AGREEMENT FOR **PLANNING SERVICES**

PROFESSIONAL SERVICES AGREEMENT ON-CALL FOR PLANNING SERVICES

THIS AGREEMENT for Professional Services ("Agreement") is made this _____ day of _____, 2017 ("Effective Date") by and between the City of Commerce ("City") and Environmental Science Associates, Inc. (ESA) ("Contractor") together sometimes referred to the ("Parties").

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A and incorporated here. Such work shall be provided at the time and place and in the manner specified in Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end three years after the Effective Date. Contractor shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended as provided for in Section 7. The time provided to Contractor to complete the services required by this Agreement shall not affect City's right to terminate the Agreement, as provided for in Section 7.
- 1.2 Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner including the necessary expertise or knowledge of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession and to the sole satisfaction of the Contract Administrator.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons. Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to satisfy Contractor's obligations hereunder.
- 1.5 Authorization to Perform Services.** Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from City's project representative.

SECTION 2. COMPENSATION. City hereby agrees to pay Contractor in accordance with the payment schedule as set forth in Exhibit B, attached hereto and incorporated herein by reference as though set forth in full, based upon work completed, as defined in Exhibit A. In the

event of a conflict between this Agreement and Exhibit A regarding the amount of compensation, this Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Contractor shall not bill City for duplicate services performed by more than one person.

- 2.1 **Invoices.** Contractor shall submit invoices monthly during the term of this Agreement, based on the work completed. Invoices shall identify the project being worked on and detail of services performed.
- 2.2 **Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.
- 2.3 **Total Payment.** City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- 2.4 **Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.
- 2.5 **Payment upon Termination.** In the event that City or Contractor terminates this Agreement pursuant to Section 7, City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

SECTION 3. EQUIPMENT. Except as otherwise provided, Contractor shall, at its sole cost and expense, provide all supplies and equipment necessary to perform the services required by this Agreement.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance checked below and provide Certificates of Insurance, indicating that Contractor has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. All insurance coverage and limits provided by Contractor and available or applicable under this

Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

- 4.1 Workers' Compensation.** Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance Shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General Insurance and Automobile Liability Insurance.

- 4.2.1 Commercial General Liability Insurance:** Contractor, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence, combined single limit coverage of \$2,000,000 in the general aggregate, for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability 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. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.
- 4.2.2 Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (per occurrence). Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (per accident). No endorsement shall be attached limiting the coverage.
- 4.2.3 Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Contractor to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Contractor, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Contractor must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. City shall have the right to exercise, at the Contractor's sole cost and expense, any extended reporting provisions of the policy, if the Contractor cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A-.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall furnish City with Certificates of Insurance, and upon request, complete certified copies of all policies, including

complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

4.4.3 Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified, mail, return receipt requested, has been given to City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than ten (10) working days after Contractor is notified of the change in coverage.

4.4.4 Additional insured; primary insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor, as applicable; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the Contractor in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.

4.4.5 Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.6 Variation. The City Attorney may approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

4.4.7 No policy required hereunder shall prohibit Contractor from waiving any right with regard to the Indemnities set out below in Section 5.

4.5 Remedies. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

SECTION 5. INDEMNIFICATION

Contractor shall indemnify, defend with counsel acceptable to City and hold harmless City and its officials, officers, employees, members, agents and authorized volunteers from and against any and all losses, liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, damages and expenses of any kind, whether actual or threatened (including but not limited to attorneys' fees and costs, court costs, interest defense costs, and expert witness fees) to the extent caused by the negligent performance of this Agreement (or the failure to perform) by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor. Such indemnification, defense and hold harmless extend to Contractor's provision, use, transport and storage of hazardous materials, as those commonly are defined under state and federal laws and regulations.

The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property or violation of law arises wholly from the active negligence or willful misconduct of City or its officers, employees, agents or authorized volunteers and (2) the actions of Contractor or its employees, subcontractors or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

SECTION 6. LEGAL REQUIREMENTS.

- 6.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 6.2 **Compliance with Applicable Laws.** Contractor and any subcontractor shall comply with all applicable local, state and federal laws and regulations applicable to the performance of the work hereunder.
- 6.3 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents and any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

SECTION 7. TERMINATION AND MODIFICATION.

- 7.1 **Termination.** City and Contractor hereby agree that this Agreement may be cancelled upon thirty (30) days written notice.
- In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or City in connection with this Agreement.
- 7.2 **Extension.** Both parties agree that extending the Agreement beyond that provided for in Subsection 1.1 may be in the best interest of all concerned. Any such extension shall require a written amendment to this Agreement, as provided for herein. City and Contractor understand and agree that, if both parties agree to such an extension, all terms and conditions of the original Agreement shall remain the same, and extended to the date provided for in said amendment.
- 7.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 7.4 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

- 7.5 **Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all the following:
- 7.5.1 Immediately terminate the Agreement;
 - 7.5.2 Retain the documents, and any other work product prepared by Contractor pursuant to this Agreement;
 - 7.5.3 Retain a different Contractor to complete the work described in Exhibit A not finished by Contractor; or
 - 7.5.4 Charge Contractor the difference between the costs to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

SECTION 8. KEEPING AND STATUS OF RECORDS.

- 8.1 **Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Contractor hereby agrees to deliver those documents to City upon termination of the Agreement.
- 8.2 **Contractor's Books and Records.** Contractor 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 under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.
- 8.3 **Inspection and Audit of Records.** Any records or documents that Section 8.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

SECTION 9. UNAUTHROIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 10. CONFLICTS OF INTEREST.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

SECTION 11. MISCELLANEOUS PROVISIONS.

- 11.1 Assignment.** The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.
- 11.2 Attorneys' Fees.** If either party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 11.3 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in Los Angeles County.

- 11.4 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 11.5 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 11.6 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and permitted assigns of the parties.
- 11.7 Contractor Representative.** All matters under this Agreement shall be handled for Contractor by Deanna Hansen.
- 11.8 City Contract Administration.** This Agreement shall be administered by Maryam Babaki, Director of Public Works and Development Services, or her designee ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 11.9 Notices.** Any written notice to Contractor shall be sent to:
- Deanna Hansen
Vice-President
Environmental Science Associates, Inc.
626 Wilshire Blvd., Suite 1100
Los Angeles, CA 90017
- Any written notice to City shall be sent to:
- Maryam Babaki
Director of Public Works and Development Services
City of Commerce
2535 Commerce Way
Commerce, CA 90040
- 11.10 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

11.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF COMMERCE

CONTRACTOR

Ivan Altamirano, Mayor



Deanna Hansen, Vice-President

Attest:

Lena Shumway, City Clerk

Approved as to Form:

Eduardo Olivo, City Attorney

EXHIBIT A – SCOPE OF SERVICES



ESA ENVIRONMENTAL SERVICES

The following is a list of environmental services that ESA can provide to the City of Commerce, grouped by classification.

CEQA

- EIR
 - > Program EIR
 - > Project EIR
 - > Focused EIR
 - > Supplemental EIR
 - > Subsequent EIR
- IS/MND
- IS/NOP
- Negative Declaration
- Due Diligence
- Addendums
- Public Meetings
 - > Scoping Meetings
 - > Planning Commission
 - > City Council

Technical Support Services

- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Greenhouse Gases
- Geomorphology
- Geospatial Services
- Hazards and Hazardous Materials
- Hydrology
- Landscape Architecture
- Land Use Planning
- Noise
- Population and Housing
- Public Services
- Recreation
- Socioeconomics
- Transportation and Traffic
- Utilities and Service Systems
- Visual and Aesthetics
- Water Quality



Our Approach

The following is ESA's approach to providing services related to environmental science, CEQA/NEPA, analysis and assessment, regulatory compliance, and environmental document preparation as described in the City of Commerce Request for Statement of Qualifications for Various On-Call Professional Services.

General Approach to Delivering Standard Services

ESA is not just a firm that prepares environmental documents. We've evolved into a broad-service science and planning committed to effective problem-solving, sustainability, and delivery of integrated environmental and planning solutions, with an exceedingly strong presence throughout Southern California. ESA is an environmental consulting and planning firm that is proud of our long history and singular focus to this field, the quality of the work we consistently produce, and the efforts our employees put forth to make the world around us a better place.

ESA is a leader in CEQA and NEPA compliance and will ensure that each individual project undertaken by the City will contain a thorough and defensible environmental analysis. The key to this will be a careful determination of the appropriate level of CEQA and/or NEPA documentation, which will be based on

collaborative discussions with the City, site-specific information, project design, and public perception. The following outlines the type of services that will be accomplished by ESA:

- Site visit;
- Background research (as needed);
- Development of a Notice of Preparation, (or other appropriate notices);
- Development of a project description;
- Preparation of appropriate CEQA/NEPA document including subconsultant analyses and appropriate technical studies.
- Conduct and participate in public meetings
- Preparation of a final document, including responses to public comments and revisions, if necessary;
- Attendance and presentation (if necessary) at public hearings.

Budgeting and Schedule Management

Delivering quality work products on time and within budget are keys to the success of ESA's Project Managers, who have the experience, discipline, and attention to detail necessary to ensure all cost and schedule targets of the project are met, even for fast-track projects. We will work with City staff to confirm the project scope, milestones, and assumptions

early in the process to set the groundwork for overall project goals and expectations.

Our in-house accounting system provides weekly project cost information that is linked to our electronic timesheet and vendor invoice process. We have developed management tool templates for task orders, budgets, weekly/monthly reports, invoicing, budget tracking/reporting, and expense reports. We use a master spreadsheet for all tasks within an on-call services contract to track task status.

Schedule Management

ESA will program its staff resources using our fully-automated web-based project management system, VISION, to ensure that adequate staffing levels are provided to respond to the all assigned projects with the City of Commerce. ESA understands the importance of making the Project Director, and Project Manager, and assigned subcontractor available to the City to answer questions, devise project-related strategies, or exchange information. To facilitate this objective, the City will be provided with the Project Director's and Project Manager's cell telephone number and e-mail address in addition to the office contact information. In addition, ESA's project protocol commits all assigned personnel to a project throughout the anticipated project period.

Quality Assurance and Quality Control

Our goal is a thorough, technically and procedurally adequate, and clearly written environmental document. ESA maintains strict adherence to a Quality Assurance (QA) and Quality Control (QC) system to ensure that the work and publications prepared by ESA and its sub-consultants are of the highest quality. Project monitoring and QA/QC are overseen by the Project Manager throughout the process, no matter how small or short-lived the project. Diligent application of this system of checks and balances is key to delivering work products that support project success.

Project Management Team

The ESA project management team, highlighted in this proposal, will maintain regular and purposeful contact with City staff and work closely to be responsive to the needs of the City of Commerce. Our project management team will track current work progress and coordinate the start of future work. You can find our Organizational Chart in **Section , General Qualifications of the proposal, Section D of the SF330 form** and on the following page.



CITY OF COMMERCE

PROJECT MANAGEMENT

Project Director
Deanna Hansen
Project Managers
Danielle Griffith, JD
Addie Farrell
Greg Ainsworth
Monica Strauss, MA, RPA
Kimiko Lizardi

TECHNICAL TEAM

AESTHETICS

Michelle Irace

AIR QUALITY,
CLIMATE, AND GAS HOUSE

Terrance Wong
Terry Hayes /

BIOLOGICAL RESOURCES/
ARBORIST

Rocky Brown
Robert Sweet

CULTURAL RESOURCES

Madeleine Bray, MA, RPA
Matt Gonzales

GEOTECHNICAL & SOIL SCIENCE

Eric Schniewind

HAZARDOUS MATERIALS

Arabesque Abdelwahed

HISTORIC RESOURCES

Sarah Champion

LAND USE,
PARKS & RECREATION

Kimberly Comacho

PALEONTOLOGICAL RESOURCES

Mike Williams, PhD

PLANNING SERVICES

Reema Shakra

PUBLIC SERVICES/
UTILITIES

Kimberly Comacho

TRAFFIC

Jack Hutchison, PE

VISUAL SIMULATIONS

Terry Hayes /

WATER QUALITY

Laura Rocha, CPSWQ, QSD/QSP

Subconsultant
/ Terry A. Hayes Associates

EXHIBIT B – FEE SCHEDULE

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 1 OF 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant Environmental Science Associates Contract No. _____ Date 3/27/2017

Fringe Benefit % 154.25% + Overhead % 52.22% + General Administration % 0% = 206.47% Combined Indirect Cost Rate (ICR) %
 (= 0% if Included in OH) (= 0% if Included in OH)

FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Deanna Hansen <i>Project Director</i>	\$ 299.83	n/a	n/a	1/1/2017	12/31/2017	\$ 88.94		Not Applicable
	\$ 305.83	n/a	n/a	1/1/2018	12/31/2018	\$ 90.72	2.00%	
	\$ 311.95	n/a	n/a	1/1/2019	12/31/2019	\$ 92.53	2.00%	
Kimiko Lizardi <i>Manager: Planning</i>	\$ 202.74	n/a	n/a	1/1/2017	12/31/2017	\$ 60.14		Not Applicable
	\$ 206.80	n/a	n/a	1/1/2018	12/31/2018	\$ 61.34	2.00%	
	\$ 210.93	n/a	n/a	1/1/2019	12/31/2019	\$ 62.57	2.00%	
<i>Manager: Environmental Planner</i>	\$ 168.63	n/a	n/a	1/1/2017	12/31/2017	\$ 50.02		\$165-173
	\$ 172.00	n/a	n/a	1/1/2018	12/31/2018	\$ 51.02	2.00%	\$168-176
	\$ 175.44	n/a	n/a	1/1/2019	12/31/2019	\$ 52.04	2.00%	\$171-180
Greg Ainsworth <i>Manager: Biology</i>	\$ 222.60	n/a	n/a	1/1/2017	12/31/2017	\$ 66.03		Not Applicable
	\$ 227.05	n/a	n/a	1/1/2018	12/31/2018	\$ 67.35	2.00%	
	\$ 231.59	n/a	n/a	1/1/2019	12/31/2019	\$ 68.70	2.00%	
Monica Strauss <i>Manager: Cultural Resources</i>	\$ 224.62	n/a	n/a	1/1/2017	12/31/2017	\$ 66.63		Not Applicable
	\$ 229.11	n/a	n/a	1/1/2018	12/31/2018	\$ 67.96	2.00%	
	\$ 233.70	n/a	n/a	1/1/2019	12/31/2019	\$ 69.32	2.00%	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 1 OF 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant Environmental Science Associates Contract No. _____ Date 3/27/2017

Fringe Benefit % 154.25% + Overhead % 52.22% + General Administration % 0% = 206.47% Combined Indirect Cost Rate (ICR) %
 (= 0% if Included in OH) (= 0% if Included in OH)

FEE % = 10.00%

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
<i>Principal: Planning</i>	\$ 237.23	n/a	n/a	1/1/2017	12/31/2017	\$ 70.37		\$223-245
	\$ 241.97	n/a	n/a	1/1/2018	12/31/2018	\$ 71.78	2.00%	\$228-250
	\$ 246.81	n/a	n/a	1/1/2019	12/31/2019	\$ 73.21	2.00%	\$232-255
May Lau <i>Regulatory Permitting</i>	\$ 172.57	n/a	n/a	1/1/2017	12/31/2017	\$ 51.19		Not Applicable
	\$ 176.02	n/a	n/a	1/1/2018	12/31/2018	\$ 52.21	2.00%	
	\$ 179.54	n/a	n/a	1/1/2019	12/31/2019	\$ 53.26	2.00%	
<i>Biologist: Senior</i>	\$ 120.60	n/a	n/a	1/1/2017	12/31/2017	\$ 35.78		\$118-123
	\$ 123.02	n/a	n/a	1/1/2018	12/31/2018	\$ 36.50	2.00%	\$120-126
	\$ 125.48	n/a	n/a	1/1/2019	12/31/2019	\$ 37.23	2.00%	\$123-128
Robert Sweet <i>Biologist</i>	\$ 99.35	n/a	n/a	1/1/2017	12/31/2017	\$ 29.47		Not Applicable
	\$ 101.34	n/a	n/a	1/1/2018	12/31/2018	\$ 30.06	2.00%	
	\$ 103.36	n/a	n/a	1/1/2019	12/31/2019	\$ 30.66	2.00%	
<i>Cultural Resources: Senior</i>	\$ 149.85	n/a	n/a	1/1/2017	12/31/2017	\$ 44.45		\$145-153
	\$ 152.85	n/a	n/a	1/1/2018	12/31/2018	\$ 45.34	2.00%	\$148-156
	\$ 155.90	n/a	n/a	1/1/2019	12/31/2019	\$ 46.25	2.00%	\$151-159

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- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 1 OF 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant Environmental Science Associates Contract No. _____ Date 3/27/2017

Fringe Benefit % 154.25% + Overhead % 52.22% + General Administration % 0% = 206.47% Combined Indirect Cost Rate (ICR) %
 (= 0% if Included in OH) (= 0% if Included in OH)

FEE % = 10.00%

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Matt Gonzalez <i>Cultural Resources: Associate</i>	\$ 89.77	n/a	n/a	1/1/2017	12/31/2017	\$ 26.63		Not Applicable
	\$ 91.57	n/a	n/a	1/1/2018	12/31/2018	\$ 27.16	2.00%	
	\$ 93.40	n/a	n/a	1/1/2019	12/31/2019	\$ 27.71	2.00%	
Kimberly Comacho <i>Environmental Planner: Senior</i>	\$ 137.75	n/a	n/a	1/1/2017	12/31/2017	\$ 40.86		Not Applicable
	\$ 140.50	n/a	n/a	1/1/2018	12/31/2018	\$ 41.68	2.00%	
	\$ 143.31	n/a	n/a	1/1/2019	12/31/2019	\$ 42.51	2.00%	
Arabesque Said-Abdelwahed <i>Environmental Planner</i>	\$ 119.95	n/a	n/a	1/1/2017	12/31/2017	\$ 35.58		Not Applicable
	\$ 122.35	n/a	n/a	1/1/2018	12/31/2018	\$ 36.29	2.00%	
	\$ 124.79	n/a	n/a	1/1/2019	12/31/2019	\$ 37.02	2.00%	
<i>Environmental Planner: Associate</i>	\$ 93.92	n/a	n/a	1/1/2017	12/31/2017	\$ 28.08		\$93-95
	\$ 95.80	n/a	n/a	1/1/2018	12/31/2018	\$ 28.64	2.00%	\$95-97
	\$ 97.72	n/a	n/a	1/1/2019	12/31/2019	\$ 29.21	2.00%	\$96-99
Heidi Rous <i>Air, Noise, GHG: Director</i>	\$ 263.86	n/a	n/a	1/1/2017	12/31/2017	\$ 78.27		Not Applicable
	\$ 269.14	n/a	n/a	1/1/2018	12/31/2018	\$ 79.84	2.00%	
	\$ 274.52	n/a	n/a	1/1/2019	12/31/2019	\$ 81.43	2.00%	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
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- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 1 OF 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant Environmental Science Associates Contract No. _____ Date 3/27/2017

Fringe Benefit % 154.25% + Overhead % 52.22% + General Administration % 0% = 206.47% Combined Indirect Cost Rate (ICR) %
 (= 0% if Included in OH) (= 0% if Included in OH)

FEE % = 10.00%

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
<i>Air, Noise, GHG: Senior</i>	\$ 162.51	n/a	n/a	1/1/2017	12/31/2017	\$ 48.21		\$153-174
	\$ 165.76	n/a	n/a	1/1/2018	12/31/2018	\$ 49.17	2.00%	\$157-177
	\$ 169.08	n/a	n/a	1/1/2019	12/31/2019	\$ 50.16	2.00%	\$160-181
Kyle Kim <i>Air, Noise, GHG</i>	\$ 115.90	n/a	n/a	1/1/2017	12/31/2017	\$ 34.38		Not Applicable
	\$ 118.22	n/a	n/a	1/1/2018	12/31/2018	\$ 35.07	2.00%	
	\$ 120.58	n/a	n/a	1/1/2019	12/31/2019	\$ 35.77	2.00%	
<i>Architectural Historian: Senior</i>	\$ 126.69	n/a	n/a	1/1/2017	12/31/2017	\$ 39.34		\$120-133
	\$ 129.22	n/a	n/a	1/1/2018	12/31/2018	\$ 40.13	2.00%	\$123-136
	\$ 131.81	n/a	n/a	1/1/2019	12/31/2019	\$ 40.93	2.00%	\$125-138
<i>Architectural Historian: Associate</i>	\$ 103.58	n/a	n/a	1/1/2017	12/31/2017	\$ 30.73		\$89-115
	\$ 105.66	n/a	n/a	1/1/2018	12/31/2018	\$ 31.34	2.00%	\$90-117
	\$ 107.77	n/a	n/a	1/1/2019	12/31/2019	\$ 31.97	2.00%	\$92-120
<i>Architectural Historian: Technician</i>	\$ 82.86	n/a	n/a	1/1/2017	12/31/2017	\$ 24.58		\$77-88
	\$ 84.52	n/a	n/a	1/1/2018	12/31/2018	\$ 25.07	2.00%	\$79-80
	\$ 86.21	n/a	n/a	1/1/2019	12/31/2019	\$ 25.57	2.00%	\$80-92

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EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 1 OF 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant Environmental Science Associates Contract No. _____ Date 3/27/2017

Fringe Benefit % 154.25% + Overhead % 52.22% + General Administration % 0% = 206.47% Combined Indirect Cost Rate (ICR) %
 (= 0% if Included in OH) (= 0% if Included in OH)

FEE % = 10.00%

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
<i>Manager: Transportation</i>	\$ 197.42	n/a	n/a	1/1/2017	12/31/2017	\$ 58.56		\$192-202
	\$ 201.37	n/a	n/a	1/1/2018	12/31/2018	\$ 59.73	2.00%	\$196-206
	\$ 205.39	n/a	n/a	1/1/2019	12/31/2019	\$ 60.93	2.00%	\$200-211
<i>Eric Schniewind Hydrology/Geology/Hydrology</i>	\$ 163.71	n/a	n/a	1/1/2017	12/31/2017	\$ 48.56		Not Applicable
	\$ 166.99	n/a	n/a	1/1/2018	12/31/2018	\$ 49.53	2.00%	
	\$ 170.33	n/a	n/a	1/1/2019	12/31/2019	\$ 50.52	2.00%	
<i>GIS Specialist: Senior</i>	\$ 145.47	n/a	n/a	1/1/2017	12/31/2017	\$ 43.15		\$136-155
	\$ 148.38	n/a	n/a	1/1/2018	12/31/2018	\$ 44.01	2.00%	\$138-158
	\$ 151.34	n/a	n/a	1/1/2019	12/31/2019	\$ 44.89	2.00%	\$141-162
<i>GIS Specialist</i>	\$ 103.73	n/a	n/a	1/1/2017	12/31/2017	\$ 30.77		\$84-124
	\$ 105.81	n/a	n/a	1/1/2018	12/31/2018	\$ 31.39	2.00%	\$85-126
	\$ 107.92	n/a	n/a	1/1/2019	12/31/2019	\$ 32.01	2.00%	\$87-129
<i>Denise Kaneshiro Graphics</i>	\$ 119.51	n/a	n/a	1/1/2017	12/31/2017	\$ 39.00		Not Applicable
	\$ 134.11	n/a	n/a	1/1/2018	12/31/2018	\$ 39.78	2.00%	
	\$ 136.79	n/a	n/a	1/1/2019	12/31/2019	\$ 40.58	2.00%	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1 + ICR) * (1 + Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

Note: Mark-ups are Not Allowed

Fringe Benefit % (= 0% if Included in OH)	154.25%	+	Overhead % (= 0% if Included in OH)	52.22%	+	General Administration % (= 0% if Included in OH)	0%	=	206.47%	Combined Indirect Cost Rate (ICR) %
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FEE % = 10.00%

CALCULATION INFORMATION

[illegible]

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
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Denote all employees subject to prevailing wage with an asterisks (*)

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 2 OF 2
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant Environmental Science Associates

Contract No. _____

Date 3/27/2017

SCHEDULE OF OTHER DIRECT COST ITEMS											
PRIME CONSULTANT				SUBCONSULTANT #1				SUBCONSULTANT #2			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
8 1/2 x 11 b/w		\$0.05		Special Tooling				Special Tooling			
11 x 17 b/w		\$0.10		A.				A.			
8 1/2 x 11 color		\$1.00		B.				B.			
11 x 17 color		\$2.00		C.				C.			
Covers		\$0.50		Travel				Travel			
Binding		\$1.00		A.				A.			
HP Plotter		\$25.00		B.				B.			
CD		\$10.00		C.				C.			
Digital Photography		\$20.00 (up to 50 images)									
Travel											
A. Mileage	mile	@ IRS rate	TBD								
PRIME TOTAL ODCs = TBD				SUBCONSULTANT #1 ODCs = \$0				SUBCONSULTANT #2 ODCs = \$0			

IMPORTANT NOTES:

- List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
- Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency.
- If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles purpose. that could be used for the same purpose.

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2) Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant Terry A. Hayes Associates Inc. Contract No. _____ Date March 23, 2017

Fringe Benefit 0.00% + Overhead 115.63% + General Administration 0.00% = 115.63% Combined Indirect Cost Rate (ICR)
 (= 0% if Included in OH) (= 0% if Included in OH)

FEE = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Sam Silverman, Senior Associate	\$ 174.00	\$ 0.00	\$ 0.00	3/23/17	12/31/17	\$ 65.70	5.00%	
	\$ 182.70	\$ 0.00	\$ 0.00	1/1/18	12/31/18	\$ 68.99	5.00%	
	\$ 191.84	\$ 0.00	\$ 0.00	1/1/19	12/31/19	\$ 72.43	5.00%	
Anders Sutherland, Env. Scientist	\$ 110.00	\$ 0.00	\$ 0.00	3/23/17	12/31/17	\$ 42.91	5.00%	
	\$ 115.50	\$ 0.00	\$ 0.00	1/1/18	12/31/18	\$ 45.06	5.00%	
	\$ 121.28	\$ 0.00	\$ 0.00	1/1/19	12/31/19	\$ 47.31	5.00%	
Kieran Bartholow, Assistant Planner	\$ 75.00	\$ 0.00	\$ 0.00	3/23/17	12/31/17	\$ 22.12	5.00%	
	\$ 78.75	\$ 0.00	\$ 0.00	1/1/18	12/31/18	\$ 23.23	5.00%	
	\$ 82.69	\$ 0.00	\$ 0.00	1/1/19	12/31/19	\$ 24.39	5.00%	
Andy Uk, Assistant Planner	\$ 75.00	\$ 0.00	\$ 0.00	3/23/17	12/31/17	\$ 22.12	5.00%	
	\$ 78.75	\$ 0.00	\$ 0.00	1/1/18	12/31/18	\$ 23.23	5.00%	
	\$ 82.69	\$ 0.00	\$ 0.00	1/1/19	12/31/19	\$ 24.39	5.00%	
							0.00%	
							0.00%	
							0.00%	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

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EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2) Page 2 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)Consultant or Subconsultant Terry A. Hayes Associates Inc. Contract No. _____ Date March 23, 2017

SCHEDULE OF OTHER DIRECT COST ITEMS

PRIME CONSULTANT				SUBCONSULTANT #1				SUBCONSULTANT #2			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
											\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
PRIME TOTAL ODCs =			\$ 0.00	SUBCONSULTANT #1 ODCs =			\$ 0.00	SUBCONSULTANT #2 ODCs =			\$ 0.00

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

PROFESSIONAL SERVICES AGREEMENT
ON-CALL FOR PLANNING SERVICES

THIS AGREEMENT for Professional Services ("Agreement") is made this _____ day of _____, 2017 ("Effective Date") by and between the City of Commerce ("City") and Blodgett/Baylosis Environmental Planning ("Contractor") together sometimes referred to the ("Parties").

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A and incorporated here. Such work shall be provided at the time and place and in the manner specified in Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end three years after the Effective Date. Contractor shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended as provided for in Section 7. The time provided to Contractor to complete the services required by this Agreement shall not affect City's right to terminate the Agreement, as provided for in Section 7.
- 1.2 Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner including the necessary expertise or knowledge of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession and to the sole satisfaction of the Contract Administrator.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons. Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to satisfy Contractor's obligations hereunder.
- 1.5 Authorization to Perform Services.** Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from City's project representative.

SECTION 2. COMPENSATION. City hereby agrees to pay Contractor in accordance with the payment schedule as set forth in Exhibit B, attached hereto and incorporated herein by reference as though set forth in full, based upon work completed, as defined in Exhibit A. In the

event of a conflict between this Agreement and Exhibit A regarding the amount of compensation, this Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Contractor shall not bill City for duplicate services performed by more than one person.

- 2.1 Invoices.** Contractor shall submit invoices monthly during the term of this Agreement, based on the work completed. Invoices shall identify the project being worked on and detail of services performed.
- 2.2 Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.
- 2.3 Total Payment.** City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- 2.4 Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.
- 2.5 Payment upon Termination.** In the event that City or Contractor terminates this Agreement pursuant to Section 7, City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

SECTION 3. EQUIPMENT. Except as otherwise provided, Contractor shall, at its sole cost and expense, provide all supplies and equipment necessary to perform the services required by this Agreement.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance checked below and provide Certificates of Insurance, indicating that Contractor has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. All insurance coverage and limits provided by Contractor and available or applicable under this

Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

- 4.1 Workers' Compensation.** Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance Shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General Insurance and Automobile Liability Insurance.

- 4.2.1 Commercial General Liability Insurance:** Contractor, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence, combined single limit coverage of \$2,000,000 in the general aggregate, for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability 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. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.
- 4.2.2 Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (per occurrence). Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (per accident). No endorsement shall be attached limiting the coverage.
- 4.2.3 Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Contractor to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Contractor, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Contractor must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. City shall have the right to exercise, at the Contractor's sole cost and expense, any extended reporting provisions of the policy, if the Contractor cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A-.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall furnish City with Certificates of Insurance, and upon request, complete certified copies of all policies, including

complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

4.4.3 Notice of Reduction in or Cancellation of Coverage. A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified, mail, return receipt requested, has been given to City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than ten (10) working days after Contractor is notified of the change in coverage.

4.4.4 Additional insured; primary insurance. City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor, as applicable; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the Contractor in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.

4.4.5 Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.6 Variation. The City Attorney may approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.

4.4.7 No policy required hereunder shall prohibit Contractor from waiving any right with regard to the Indemnities set out below in Section 5.

4.5 Remedies. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

SECTION 5. INDEMNIFICATION

Contractor shall indemnify, defend with counsel acceptable to City and hold harmless City and its officials, officers, employees, members, agents and authorized volunteers from and against any and all losses, liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, damages and expenses of any kind, whether actual or threatened (including but not limited to attorneys' fees and costs, court costs, interest defense costs, and expert witness fees) where the same arise out of, are a consequence of or are in any way attributable to, in whole or in part, the performance of this Agreement (or the failure to perform) by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor. Such indemnification, defense and hold harmless extend to Contractor's provision, use, transport and storage of hazardous materials, as those commonly are defined under state and federal laws and regulations.

The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property or violation of law arises wholly from the negligence or willful misconduct of City or its officers, employees, agents or authorized volunteers and (2) the actions of Contractor or its employees, subcontractors or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

SECTION 6. LEGAL REQUIREMENTS.

- 6.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 6.2 **Compliance with Applicable Laws.** Contractor and any subcontractor shall comply with all applicable local, state and federal laws and regulations applicable to the performance of the work hereunder.
- 6.3 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents and any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

SECTION 7. TERMINATION AND MODIFICATION.

- 7.1 **Termination.** City and Contractor hereby agree that this Agreement may be cancelled upon thirty (30) days written notice.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or City in connection with this Agreement.

- 7.2 **Extension.** Both parties agree that extending the Agreement beyond that provided for in Subsection 1.1 may be in the best interest of all concerned. Any such extension shall require a written amendment to this Agreement, as provided for herein. City and Contractor understand and agree that, if both parties agree to such an extension, all terms and conditions of the original Agreement shall remain the same, and extended to the date provided for in said amendment.
- 7.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 7.4 **Survival.** All obligations arising prior to the termination of this Agreement and

all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

- 7.5 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all the following:

- 7.5.1** Immediately terminate the Agreement;
- 7.5.2** Retain the documents, and any other work product prepared by Contractor pursuant to this Agreement;
- 7.5.3** Retain a different Contractor to complete the work described in Exhibit A not finished by Contractor; or
- 7.5.4** Charge Contractor the difference between the costs to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

SECTION 8. KEEPING AND STATUS OF RECORDS.

- 8.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Contractor hereby agrees to deliver those documents to City upon termination of the Agreement.
- 8.2 Contractor's Books and Records.** Contractor 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 under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.
- 8.3 Inspection and Audit of Records.** Any records or documents that Section 8.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

SECTION 9. UNAUTHROIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 10. CONFLICTS OF INTEREST.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

SECTION 11. MISCELLANEOUS PROVISIONS.

- 11.1 Assignment.** The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.
- 11.2 Attorneys' Fees.** If either party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 11.3 Venue.** In the event that either party brings any action against the other under this

Agreement, the parties agree that trial of such action shall be vested exclusively in Los Angeles County.

- 11.4 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 11.5 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 11.6 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and permitted assigns of the parties.
- 11.7 **Contractor Representative.** All matters under this Agreement shall be handled for Contractor by **Marc Blodgett**.
- 11.8 **City Contract Administration.** This Agreement shall be administered by Maryam Babaki, Director of Public Works and Development Services, or her designee ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 11.9 **Notices.** Any written notice to Contractor shall be sent to:
- Marc Blodgett**
Principal
Blodgett Baylosis Environmental Planning
16388 E. Colima Road, Suite 206J
Hacienda Heights, CA 91745
- Any written notice to City shall be sent to:
- Maryam Babaki**
Director of Public Works and Development Services
City of Commerce
2535 Commerce Way
Commerce, CA 90040
- 11.10 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.


11.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF COMMERCE

CONTRACTOR

Ivan Altamirano, Mayor


Marc Blodgett, Principal

Attest:

Lena Shumway, City Clerk

Approved as to Form:

Eduardo Olivo, City Attorney

EXHIBIT A – SCOPE OF SERVICES

EXHIBIT A – PLANNING SERVICES

WORK PROGRAM METHODOLOGY - PROJECT COORDINATION

Project team members will review the work program, schedule, and other work plan elements with City staff to discuss deliverables and key project milestones. Key activities that will be completed during this task include the following:

- *BBEP* will refine the project schedule, if required, to indicate the timing for coordination meetings and other meetings that will be held throughout the work effort.
- During this task, the project team will also review potential text and graphic formats with City staff that will be used in the preparation of the General Plan and the supporting technical studies.
- A detailed listing of remaining information needed to initiate the work program will be prepared. The project team has already collected a substantial amount of information as part of previous work completed in the City.
- Finally, the project team will work with City staff to obtain the most recent shape files (map layers) that will be used in subsequent phases of mapping. The minimum layers required include parcels, streets, and other thematic information that will be needed to produce the base maps.

WORK PROGRAM METHODOLOGY - DATA COLLECTION & SURVEYS

Key activities that will be completed during this task include the following:

- *BBEP* team members will conduct a detailed land use survey of the entire City with special attention devoted to the identification of underutilized and/or vacant parcels.
- Land use and development will be identified and mapped according to predefined land use categories. During these surveys, noise measurements and traffic count information will also be collected.
- Base maps and other graphic data will be collected. The existing land uses in the City will be mapped using ArcView10®.

WORK PROGRAM METHODOLOGY - LAND USE PLANNING

Key activities that will be completed during this task include the following:

- The project team will identify and describe the existing land use designations included within the adopted Land Use Element. The corresponding zone district for each of the Land Use Element designations will be identified along with corresponding development standards.
- New land use designations that may be desirable will also be indicated. Each General Plan land use designation should correspond to one or more zone districts contained in the City's current or amended zoning code.
- The project team will begin this task by preparing a map indicating where changes in land uses *are not* likely to occur and any future General Plan land use designation for these areas should reflect the existing land use designation.
- The project team will then outline those areas of the City where a change in the land use designation is desirable. These areas will be referred to as *opportunity areas*. All of the mapping will be prepared using ArcView10®.
- The project team will develop a land use alternatives map as part of this task. The land use alternatives map will likely focus on one or two alternative land use scenarios for some opportunity areas while for others there may be a number of candidate land use alternatives. The land use alternatives will then be reviewed by City staff.
- The project team will prepare the following maps as part of this task: opportunity target areas, land use alternatives, and a composite land use plan.
- A composite land use plan will be prepared based on the input provided by City staff. The land use plan will then be presented to the staff for further refinement and will later be reviewed by the planning commission.
- The GPAC, Planning Commission, and City Council will give the project team direction concerning the preferred land use plan.

WORK PROGRAM METHODOLOGY - GENERAL PLAN PREPARATION

The work program that has been developed for the Commerce General Plan Update has been divided into five distinct phases that correspond to the following:

- *Phase 1 - Background Analysis.* Members of the project team will conduct surveys, undertake basic research and mapping, and prepare background studies that will provide the technical basis for both the general plan elements and the environmental impact report (EIR).

- *Phase 2 - General Plan Development.* Members of the project team will define the policy framework for the individual general plan elements and complete the development of the land use plan.
- *Phase 3 - Preparation of General Plan.* Members of the project team then prepare the individual elements during this phase of the work program.
- *Phase 4 - Completion of Draft General Plan/EIR.* The *BBEP* team will finalize the general plan for formal review and circulation during this phase. The team will also complete the environmental analysis and the EIR required pursuant to CEQA.
- *Phase 5 - Public Review.* During this task, the general plan and the EIR will be circulated for public review.

Marc Blodgett

PRINCIPAL & PROJECT MANAGER

BLODGETT BAYLOSIS ENVIRONMENTAL PLANNING

EXHIBIT B – FEE SCHEDULE

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2) Page 1 of 2SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed
Consultant or Subconsultant

Blodgett Bay/osis Environmental Planning Contract No. Environ. Planning Date March 23, 2017

Fringe Benefit 0.00% + Overhead 0.00% + General Administration 0.00% = 0.00% Combined Indirect Cost Rate (ICR)
(= 0% if Included in OH) (= 0% if Included in OH)

FEE = 0.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate From To		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)					
Erinda Blodgett - Administrator	\$ 178.75	\$ 268.13	\$ 357.50	1/1/2017	12/31/2017	\$ 65.00	0.00%	Not Applicable
	\$ 184.11	\$ 276.17	\$ 368.12	1/1/2018	12/31/2018	\$ 66.95	3.00%	
	\$ 189.64	\$ 284.45	\$ 379.27	1/1/2019	12/31/2019	\$ 68.96	3.00%	
Marc Blodgett - Project Manager	\$ 178.75	\$ 268.13	\$ 357.50	1/1/2017	12/31/2017	\$ 65.00	0.00%	Not Applicable
	\$ 184.11	\$ 276.17	\$ 368.12	1/1/2018	12/31/2018	\$ 66.95	3.00%	
	\$ 189.64	\$ 284.45	\$ 379.27	1/1/2019	12/31/2019	\$ 68.96	3.00%	
Bryan Hamilton - Project Planner	\$ 68.75	\$ 103.13	\$ 137.50	1/1/2017	12/31/2017	\$ 25.00	0.00%	Not Applicable
	\$ 70.81	\$ 106.22	\$ 141.63	1/1/2018	12/31/2018	\$ 25.75	3.00%	
	\$ 72.94	\$ 109.41	\$ 145.87	1/1/2019	12/31/2019	\$ 26.52	3.00%	
Alejandra Rocha - Project Planner	\$ 68.75	\$ 103.13	\$ 137.50	1/1/2017	12/31/2017	\$ 25.00	0.00%	Not Applicable
	\$ 70.81	\$ 106.22	\$ 141.63	1/1/2018	12/31/2018	\$ 25.75	3.00%	
	\$ 72.94	\$ 109.41	\$ 145.87	1/1/2019	12/31/2019	\$ 26.52	3.00%	
Liesl Sullano - Project Planner	\$ 68.75	\$ 103.13	\$ 137.50	1/1/2017	12/31/2017	\$ 25.00	0.00%	Not Applicable
	\$ 70.81	\$ 106.22	\$ 141.63	1/1/2018	12/31/2018	\$ 25.75	3.00%	
	\$ 72.94	\$ 109.41	\$ 145.87	1/1/2019	12/31/2019	\$ 26.52	3.00%	
							0.00%	0.00%

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

Page 2 of 2

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Environ. Planning	Date
March 23, 2017	

SCHEDULE OF OTHER DIRECT COST ITEMS

PRIME CONSULTANT				SUBCONSULTANT #1				SUBCONSULTANT #2			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
Filing of NOIA	1	\$ 75.00	\$ 75.00				\$ 0.00				\$ 0.00
Printing (\$1.50 per page)	1	\$ 1.50	\$ 1.50				\$ 0.00				\$ 0.00
CDs for Circulation	1	\$ 1.00	\$ 1.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
PRIME TOTAL ODCs =			\$ 77.50	SUBCONSULTANT #1 ODCs =			\$ 0.00	SUBCONSULTANT #2 ODCs =			\$ 0.00

IMPORTANT NOTES:

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

PROFESSIONAL SERVICES AGREEMENT
ON-CALL FOR PLANNING SERVICES

THIS AGREEMENT for Professional Services ("Agreement") is made this _____ day of _____, 2017 ("Effective Date") by and between the City of Commerce ("City") and KTU+A ("Contractor") together sometimes referred to the ("Parties").

SECTION 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in the Scope of Work attached as Exhibit A and incorporated here. Such work shall be provided at the time and place and in the manner specified in Exhibit A. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end three years after the Effective Date. Contractor shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended as provided for in Section 7. The time provided to Contractor to complete the services required by this Agreement shall not affect City's right to terminate the Agreement, as provided for in Section 7.
- 1.2 **Standard of Performance.** Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner including the necessary expertise or knowledge of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession and to the sole satisfaction of the Contract Administrator.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons. Contractor shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to satisfy Contractor's obligations hereunder.
- 1.5 **Authorization to Perform Services.** Contractor is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from City's project representative.

SECTION 2. COMPENSATION. City hereby agrees to pay Contractor in accordance with the payment schedule as set forth in Exhibit B, attached hereto and incorporated herein by reference as though set forth in full, based upon work completed, as defined in Exhibit A. In the event of a conflict between this Agreement and Exhibit A regarding the amount of

compensation, this Agreement shall prevail. City shall pay Contractor for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized in advance by City, Contractor shall not bill City for duplicate services performed by more than one person.

- 2.1 **Invoices.** Contractor shall submit invoices monthly during the term of this Agreement, based on the work completed. Invoices shall identify the project being worked on and detail of services performed.
- 2.2 **Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Contractor.
- 2.3 **Total Payment.** City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- 2.4 **Payment of Taxes.** Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any federal or state taxes.
- 2.5 **Payment upon Termination.** In the event that City or Contractor terminates this Agreement pursuant to Section 7, City shall compensate the Contractor for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Contractor shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

SECTION 3. EQUIPMENT. Except as otherwise provided, Contractor shall, at its sole cost and expense, provide all supplies and equipment necessary to perform the services required by this Agreement.

SECTION 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance checked below and provide Certificates of Insurance, indicating that Contractor has obtained or currently maintains insurance that meets the requirements of this section and which is satisfactory, in all respects, to City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. All insurance coverage and limits provided by Contractor and available or applicable under this

Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

4.1 Workers' Compensation. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance Shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against City and its officers, officials, employees, and authorized volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General Insurance and Automobile Liability Insurance.

4.2.1 Commercial General Liability Insurance: Contractor, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence, combined single limit coverage of \$2,000,000 in the general aggregate, for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability 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. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (per occurrence). Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (per accident). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Any failure of Contractor to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Contractor, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Contractor must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. City shall have the right to exercise, at the Contractor's sole cost and expense, any extended reporting provisions of the policy, if the Contractor cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A-.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Contractor shall furnish City with Certificates of Insurance, and upon request, complete certified copies of all policies, including

complete certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

- 4.4.3 Notice of Reduction in or Cancellation of Coverage.** A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified, mail, return receipt requested, has been given to City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Contractor shall provide written notice to City at Contractor's earliest possible opportunity and in no case later than ten (10) working days after Contractor is notified of the change in coverage.
- 4.4.4 Additional insured; primary insurance.** City and its officers, employees, agents, and authorized volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor, as applicable; premises owned, occupied, or used by Contractor; and automobiles owned, leased, or used by the Contractor in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or authorized volunteers.
- A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by City shall be called upon to contribute to a loss under the coverage.
- 4.4.5 Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 4.4.6 Variation.** The City Attorney may approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that City's interests are otherwise fully protected.
- 4.4.7** No policy required hereunder shall prohibit Contractor from waiving any right with regard to the Indemnities set out below in Section 5.

4.5 Remedies. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

SECTION 5. INDEMNIFICATION

Contractor shall indemnify, defend with counsel acceptable to City and hold harmless City and its officials, officers, employees, members, agents and authorized volunteers from and against any and all losses, liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, damages and expenses of any kind, whether actual or threatened (including but not limited to attorneys' fees and costs, court costs, interest defense costs, and expert witness fees) where the same arise out of, are a consequence of or are in any way attributable to, in whole or in part, the performance of this Agreement (or the failure to perform) by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor. Such indemnification, defense and hold harmless extend to Contractor's provision, use, transport and storage of hazardous materials, as those commonly are defined under state and federal laws and regulations.

The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property or violation of law arises wholly from the negligence or willful misconduct of City or its officers, employees, agents or authorized volunteers and (2) the actions of Contractor or its employees, subcontractors or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law.

It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

SECTION 6. LEGAL REQUIREMENTS.

- 6.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 6.2 **Compliance with Applicable Laws.** Contractor and any subcontractor shall comply with all applicable local, state and federal laws and regulations applicable to the performance of the work hereunder.
- 6.3 **Licenses and Permits.** Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to practice their respective professions. Contractor represents and warrants to City that Contractor and its employees, agents and any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from City.

SECTION 7. TERMINATION AND MODIFICATION.

- 7.1 **Termination.** City and Contractor hereby agree that this Agreement may be cancelled upon thirty (30) days written notice.

In the event of termination, Contractor shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Contractor delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Contractor or prepared by or for Contractor or City in connection with this Agreement.

- 7.2 **Extension.** Both parties agree that extending the Agreement beyond that provided for in Subsection 1.1 may be in the best interest of all concerned. Any such extension shall require a written amendment to this Agreement, as provided for herein. City and Contractor understand and agree that, if both parties agree to such an extension, all terms and conditions of the original Agreement shall remain the same, and extended to the date provided for in said amendment.
- 7.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 7.4 **Survival.** All obligations arising prior to the termination of this Agreement and

all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

- 7.5 Options upon Breach by Contractor.** If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, any or all the following:

- 7.5.1** Immediately terminate the Agreement;
- 7.5.2** Retain the documents, and any other work product prepared by Contractor pursuant to this Agreement;
- 7.5.3** Retain a different Contractor to complete the work described in Exhibit A not finished by Contractor; or
- 7.5.4** Charge Contractor the difference between the costs to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Contractor pursuant to Section 2 if Contractor had completed the work.

SECTION 8. KEEPING AND STATUS OF RECORDS.

- 8.1 Records Created as Part of Contractor's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of City. Contractor hereby agrees to deliver those documents to City upon termination of the Agreement.
- 8.2 Contractor's Books and Records.** Contractor 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 under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.
- 8.3 Inspection and Audit of Records.** Any records or documents that Section 8.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

SECTION 9. UNAUTHROIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 10. CONFLICTS OF INTEREST.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

SECTION 11. MISCELLANEOUS PROVISIONS.

- 11.1 Assignment.** The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.
- 11.2 Attorneys' Fees.** If either party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 11.3 Venue.** In the event that either party brings any action against the other under this

Agreement, the parties agree that trial of such action shall be vested exclusively in Los Angeles County.

- 11.4 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 11.5 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 11.6 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and permitted assigns of the parties.
- 11.7 Contractor Representative.** All matters under this Agreement shall be handled for Contractor by **Michael Singleton**.
- 11.8 City Contract Administration.** This Agreement shall be administered by Maryam Babaki, Director of Public Works and Development Services, or her designee ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 11.9 Notices.** Any written notice to Contractor shall be sent to:
- Michael Singleton**
President
KTU+A
3916 Normal Street
San Diego, CA 92106
- Any written notice to City shall be sent to:
- Maryam Babaki
Director of Public Works and Development Services
City of Commerce
2535 Commerce Way
Commerce, CA 90040
- 11.10 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.


11.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF COMMERCE

CONTRACTOR

Ivan Altamirano, Mayor



Michael Singleton, President

Attest:

Lena Shumway, City Clerk

Approved as to Form:

Eduardo Olivo, City Attorney

Exhibit A- Scope of Services

KTUA is qualified and interested in providing the following services to the City of Commerce:

1. General Planning

Efforts in this category include general plan updates, specific plans, community plans, master plans as well as general land use planning, entitlement review, project submittal reviews, municipal code updates and project management. The efforts could include assistance on zoning, ordinance changes, quantification of development or capacity analysis of designated zones or land use areas.

2. Transportation Planning

Efforts for transportation planning include transit planning, route planning, transit area station plans, transit oriented development strategies, bike master planning, initial bike facility design, pedestrian master planning, initial pedestrian facility design, safe routes to school, safe routes to parks / shopping / jobs / transit, walktime network analysis, mobility plans, transportation elements, complete street plans, transportation demand management strategies and ordinances, traffic calming, complete street analysis, parking analysis, parking inventory, parking strategies, bikeshare feasibility, carshare feasibility, and other integrated transportation studies.

3. Urban Design / Landscape Architecture

Services offered in this category include general landscape architecture, planting plans, restoration plans, urban greening plans, streetscape plans, stormwater runoff / LID strategies, park planning, park design, design guidelines, design studies, design review of submitted projects, wayfinding, signage, interpretive signage, public art coordination, non-engineering of lighting systems, street furnishings, irrigation systems, LEED sustainability evaluations, screening options, aesthetic options to walls and bridges and other public improvements.

4. Mapping and GIS Analysis

GIS tools and techniques offered by KTUA can include support of all of the above listed scope items as well as GIS inventory, public facility mapping, modeling for planning and transportation planning, and mapping support for various public works, planning, park and recreation initiatives.

5. Visualization Products, Visual Studies and Graphic Design

Three dimensional modeling, renderings, sections, oblique three dimensional sections, elevations, viewshed analysis, visual impact studies, community character studies, visual simulations, view corridor related analysis, and general planning / urban design graphic support.

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1) Page 1 of 2**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not AllowedConsultant KTU+A Contract No. _____ Date March 17, 2017**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal Planner	Michael Singleton	1	\$ 64.90	\$ 64.90
Sr. Assoc. Planner	Tara Lake	1	\$ 50.00	\$ 50.00
Sr. Trans. Planner	Joe Punsalan	1	\$ 48.00	\$ 48.00
Sr. Landscape Arc.	Matt Wilkins	1	\$ 41.00	\$ 41.00
CAD / GIS / 3D	Diana Smith	1	\$ 35.60	\$ 35.60

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 239.50
 b) Anticipated Salary Increases (see page 2 for sample) \$ 0.00
 c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 239.50

FRINGE BENEFITS

d) Fringe Benefits (Rate: 35.00%) e) **TOTAL FRINGE BENEFITS**
 [(c) x (d)] \$ 83.83

INDIRECT COSTS

f) Overhead (Rate: 110.00%) g) Overhead [(c) x (f)] \$ 263.45
 h) General and Administrative (Rate: 15.00%) i) Gen & Admin [(c) x (h)] \$ 35.93
 j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 383.20

FEE (Profit)

q) (Rate: 9.00%) k) **TOTAL FIXED PROFIT [(c) + (j)] x (q)]** \$ 56.04

OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	1	\$ 0.52	\$ 0.52
m) Equipment Rental and Supplies (itemize)		\$	\$ 0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.		\$	\$ 0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)		\$	\$ 0.00

p) **TOTAL OTHER DIRECT COSTS [(l) + (m) + (n) + (o)]** \$ 0.52

TOTAL COST [(c) + (j) + (k) + (p)] \$ 679.26**NOTES:**

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1) Page 2 of 2**ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**
(SAMPLE CALCULATIONS FOR ANTICIPATED SALARY INCREASES)Consultant KTU+A Contract No. _____ Date March 17, 2017**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration Year 1 Avg Hourly Rate
_____	_____	=	_____

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	_____	+	0.00%	=	_____	_____
Year 2	_____	+	0.00%	=	_____	_____
Year 3	_____	+	0.00%	=	_____	_____
Year 4	_____	+	0.00%	=	_____	_____

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	0.0%	*	_____	=	0	_____
Year 2	0.0%	*	_____	=	0	_____
Year 3	0.0%	*	_____	=	0	_____
Year 4	0.0%	*	_____	=	0	_____
Year 5	0.0%	*	_____	=	0	_____
Total	0%		_____	=		_____

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	_____	*	0	=	\$ 0.00	_____
Year 2	_____	*	0	=	\$ 0.00	_____
Year 3	_____	*	0	=	\$ 0.00	_____
Year 4	_____	*	0	=	\$ 0.00	_____
Year 5	_____	*	0	=	\$ 0.00	_____
Total Direct Labor Cost with Escalation				=	\$ 0.00	
Direct Labor Subtotal before Escalation				=		
Estimated total of Direct Labor Salary Increase				=		
					0.00	

Transfer to Page 1

NOTES:

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #2)

Page 1 of 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant

KTU+A

Contract No.

Date March 17, 2017

Fringe Benefit 35.00% + Overhead 110.00% + General Administration 15.00% = 160.00% Combined Indirect Cost Rate (ICR)
(= 0% if Included in OH) (= 0% if Included in OH)

FEE = 9.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Principal Planner , Transportation Planner	\$ 175.00	\$ 175.00	\$ 175.00	January 1, 2017	December 31, 2017	\$ 175.00	0.00%	175
	\$ 180.00	\$ 180.00	\$ 180.00	January 1, 2018	December 31, 2018	\$ 180.00	2.85%	180
	\$ 185.00	\$ 185.00	\$ 185.00	January 1, 2019	December 31, 2019	\$ 185.00	2.77%	185
Senior Associate Planner , Landscape Architect	\$ 145.00	\$ 145.00	\$ 145.00	January 1, 2017	December 31, 2017	\$ 145.00	0.00%	145
	\$ 150.00	\$ 150.00	\$ 150.00	January 1, 2018	December 31, 2018	\$ 150.00	3.40%	150
	\$ 155.00	\$ 155.00	\$ 155.00	January 1, 2019	December 31, 2019	\$ 155.00	3.30%	155
Associate Planner, Landscape Architect	\$ 125.00	\$ 125.00	\$ 125.00	January 1, 2017	December 31, 2017	\$ 125.00	0.00%	125
	\$ 130.00	\$ 130.00	\$ 130.00	January 1, 2018	December 31, 2018	\$ 130.00	4.00%	130
	\$ 135.00	\$ 135.00	\$ 135.00	January 1, 2019	December 31, 2019	\$ 135.00	3.80%	135
Site Planner / Landscape Architect	\$ 115.00	\$ 115.00	\$ 115.00	January 1, 2017	December 31, 2017	\$ 115.00	0.00%	115
	\$ 120.00	\$ 120.00	\$ 120.00	January 1, 2018	December 31, 2018	\$ 120.00	0.00%	120
	\$ 125.00	\$ 125.00	\$ 125.00	January 1, 2019	December 31, 2019	\$ 125.00	0.00%	125
GIS Analyst / Planner / CAD / 3D Modeling	\$ 125.00	\$ 125.00	\$ 125.00	January 1, 2017	December 31, 2017	\$ 125.00	0.00%	125
	\$ 130.00	\$ 130.00	\$ 130.00	January 1, 2018	December 31, 2018	\$ 130.00	4.00%	130
	\$ 135.00	\$ 135.00	\$ 135.00	January 1, 2019	December 31, 2019	\$ 135.00	3.80%	135
							0.00%	
							0.00%	

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.

2. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.

3. For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 2 of this Exhibit

Page 2 of 2

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Date March 17, 2017

SCHEDULE OF OTHER DIRECT COST ITEMS											
PRIME CONSULTANT				SUBCONSULTANT #1			SUBCONSULTANT #2				
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
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			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
			\$ 0.00				\$ 0.00				\$ 0.00
PRIME TOTAL ODCs =			\$ 0.00	SUBCONSULTANT #1 ODCs =			\$ 0.00	SUBCONSULTANT #2 ODCs =			\$ 0.00

1. List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
2. Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #3)COST PER UNIT OF WORK CONTRACTS
(GEOTECHNICAL AND MATERIAL TESTING)**Note: Mark-ups are Not Allowed**Consultant KTU+A Contract No. _____ Date March 17, 2017

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Unit/Item of Work:**(Example: Log of Test Boring for Soils Report, or ADL Testing for Hazardous Waste Material Study)****Include as many Items as necessary.**

DIRECT LABOR	Hours	Hourly Billing Rate (\$)	Total (\$)
Professional (Classification)	_____	_____	<u>\$ 0.00</u>
Sub-professional/Technical*	_____	_____	<u>\$ 0.00</u>
EQUIPMENT (with Operator)	_____	_____	<u>\$ 0.00</u>
OTHER DIRECT COST			
Description	Unit(s)	Unit Cost	
Mobilization/De-mobilization	_____	\$ _____	<u>\$ 0.00</u>
Supplies/Consumables (Itemize)	_____	\$ _____	<u>\$ 0.00</u>
Travel/Mileage	_____	\$ _____	<u>\$ 0.00</u>
Report (if applicable)	_____	\$ _____	<u>\$ 0.00</u>
TOTAL COST PER UNIT OF WORK			<u>\$ 0.00</u>

NOTES:

- Denote labor subject to prevailing wage with asterisk (*).
- Hourly billing rates should include prevailing wage rates and be consistent with publicly advertised rates charged to all clients (Commercial, Private or Public).
- Hourly billing rates include hourly wage rate, net fee/profit, indirect cost rate, and actual direct equipment rate.
- Mobilization/De-mobilization is based on site location and number and frequency of tests/items.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.