

Purchase Order No. _____

**CITY OF ARCATA PROFESSIONAL SERVICES AGREEMENT
WITH PLANWEST PARTNERS INC.
FOR LONG-RANGE PLANNING SERVICES
FOR THE STRATEGIC INFILL REDEVELOPMENT PROGRAM**

This Agreement is made on April 22, 2021 between the City of Arcata, a municipal corporation (referred to as "City"), and Planwest Partners Inc., a corporation (referred to as "Consultant").

RECITALS

WHEREAS, the City desires professional services to assist in certain work described briefly as: providing long range planning related services to the City's Community Development Department, including preparing updates and amendments to the City's General Plan, developing a targeted infill zoning ordinance centered on a form-based code, and preparing an Environmental Impact Report (EIR) to evaluate the impact of these long-range planning documents, referred to herein as the "Services" or "Project".

WHEREAS, Consultant has demonstrated competence, experience and qualifications adequate to perform said professional Services, and the City desires to retain Consultant for such Services.

1. Scope of Services: Consultant agrees to perform services as set out in Exhibit A, "Scope of Work, Compensation" attached hereto and incorporated herein, and duly authorized by issuance of Purchase Order No. set out above. No purchase orders are issued without a valid Agreement.
2. Standards of Performance:
 - A. *Standard of Care*. The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
 - B. *Accuracy of Services*. City shall not be responsible for discovering deficiencies in the technical accuracy of Consultant's Services. Consultant shall correct any such deficiencies in technical accuracy without additional compensation except to the extent such corrective action is directly attributable to deficiencies in City-furnished information. However, City shall be responsible for, and Consultant may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by City to Consultant pursuant to this Agreement. Consultant may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.
 - C. *Special Conditions*. Consultant shall comply with all additional terms set forth in Exhibit B "Special Conditions," if any are so required: _____ Special Conditions; X No Special Conditions.
 - D. *Special Insurance Conditions*. Consultant shall comply with all additional terms set forth in Exhibit C "Special Insurance Conditions," if any are so required:
 - a. _____ Special Insurance Conditions; X No Special Insurance Conditions.
3. Compensation for Services, Payment:
 - A. *Compensation*. City shall pay Consultant as set forth in Exhibit A, not to exceed \$600,000.00.

- B. *Preparation and Submittal of Invoices.* Consultant shall prepare and submit its invoices to the person and address specified by the City's Designated Representative no more than once per month and no later than the 15th day of each month.
- C. *Payments.* All reasonable efforts will be made by City to pay undisputed invoices within 30 days of receipt. If City contests an invoice, City may withhold that portion so contested and pay the undisputed portion. Payment shall be made to the address specified by Consultant's Designated Representative.
- D. *Withholding of Payment.* The City may withhold all or any portion of the funds provided for by this Agreement in the event that the Consultant has materially violated, or threatens to materially violate, any term, provision, or condition of this Agreement; or the Consultant fails to maintain reasonable progress toward completion of the Services or any component thereof.

4. Commencement, Completion:

- A. *Commencement.* Services of Consultant shall commence upon full execution of this Agreement by all parties, and the Agreement shall remain in full force until June 30, 2023. No work, services, material or equipment shall be performed or furnished under this Agreement until the City has delivered a fully executed Agreement to the Consultant. A signed Agreement is considered notice to proceed.
- B. *Time for Completion.* Consultant shall complete Services as set forth in Exhibit A. If City authorizes changes in the scope, extent, or character of the Services, then the time for completion of Consultant's services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably. If Consultant fails, through its own fault, to complete the performance required in this Agreement within the time set forth, then City shall be entitled to the recovery of proximate damages resulting from such failure.
- C. *Suspension and Termination.*
 - 1) Suspension. At any time and for any reason, the City may temporarily suspend the Services upon five days' written notice to Consultant. In such event, Consultant shall perform no additional Services under this Agreement until the City has provided written notice to Consultant to re-commence Services.
 - 2) Termination. The obligation to provide Services under this Agreement may be terminated for cause by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate under this paragraph if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - 3) Project Suspension or Abandonment. The City may for any reason and at any time suspend indefinitely the Services and/or abandon the Project, or any part thereof, upon written notice to Consultant.
- D. *Payments Upon Termination.* In the event of any termination under this Section 4, Consultant will be entitled to invoice the City and to receive payment for all acceptable services performed or furnished and all reimbursable expenses incurred through the effective date of termination.

E. *Delivery of Project Materials to City.* Prior to the effective date of termination, the Consultant will deliver to City all data and originals of all plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work and other materials for which City has compensated Consultant, and all such material shall become the property of the City upon delivery.

5. *Independent Contractor:* Consultant, in performing Services, shall act as an independent contractor and shall have control of his work and the manner in which it is performed. He/she shall be free to contract for similar services to be performed for others while under contract with the City. Consultant is not to be considered an agent or employee of the City. Consultant agrees to furnish at his/her own expense all tools, equipment, services, labor and materials necessary to complete all requirements of this Agreement.

6. *Insurance:* Consultant shall maintain insurance throughout the duration of this Agreement, and provide Certificates of Insurance as specified below. All insurance carriers shall be admitted in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII. If Special Insurance Conditions are contained in Exhibit C, said conditions shall control.

A. *Commercial General Liability:* Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$2,000,000 per occurrence for all covered losses. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Additional insured coverage for the City shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits.

B. *Business Automobile Insurance:* ISO Business Auto Coverage Form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$2,000,000 per accident. If Consultant or Consultant's employees will use personal autos on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

C. *Workers Compensation Insurance:* covering all employees and volunteers as required by the State of California on a state-approved policy form, and Employer's Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

D. *Excess or Umbrella Liability Insurance (Over Primary):* if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverage. Such policy or policies shall include a drop down provision providing coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf of" basis, with defense costs payable in addition to policy limits. Such insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's insurance or self-insurance shall be called upon to protect it as a named insured. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, sub-contractors or others involved in performing Services under this Agreement. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.

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

F. *General Conditions Pertaining to Insurance:*

- 1) Consultant shall have its insurer endorse the third party general liability coverage to include as additional insureds the City, its officials, employees, volunteers and agents, using standard ISO endorsement CG 20 10. The additional insured coverage under Consultant's policy shall be provided on a primary, non-contributing basis in relation to any other insurance or self-insurance available to the City. Consultant's policy shall not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO form CG 20 01 04 13.
 - 2) It is a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage and/or limits required in this Section 8 shall be available to the City as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.
 - 3) All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability. Policies containing any SIR shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.
 - 4) The City reserves the right to obtain a full certified copy of any insurance policy and any endorsement. Failure to exercise this right shall not constitute a waiver of the City's right.
 - 5) Certificates shall contain a statement that the policy will not be cancelled except after thirty (30) days prior written notice to the City.
 - 6) Consultant agrees to waive subrogation rights against the City regardless of the applicability of any insurance proceeds, and to require that all subcontractors and sub-subcontractors do likewise.
 - 7) Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all required coverages and an additional insured endorsement to Consultant's general liability policy, shall be delivered to the City at or prior to the execution of the Agreement.
 - 8) All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the City's protection without the City's prior written consent.
 - 9) The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to the City.
 - 10) In the event Consultant fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Consultant.
7. **Indemnity:** When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and any and all of its boards (including the council, boards, commissions, committees and task forces), officials, employees and

agents (collectively, "Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-contractors or any entity or individual for which Consultant shall bear legal liability in the performance of professional services under this Agreement.

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

Consultant's responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of the Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

8. Subcontracting: No services covered by the Agreement shall be subcontracted without the prior written consent of the City. In the event subcontracting is approved, the following shall apply:
 - A. Consultant shall include in all subcontracts and require of all subcontractors all insurance and indemnity requirements and provisions of the Agreement that are applicable to any subcontractor's scope of work. Subcontractor's responsibility for defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.
 - B. Each subcontractor shall be obligated to Consultant and the City in the same manner and to the same extent as Consultant is obligated to the City under this Agreement. If hiring a sub-subcontractor to perform any Services, the subcontractor shall include in the sub-subcontract all provisions of this Agreement including all insurance and indemnity provisions that are applicable to said sub-subcontractor's scope of work.
 - C. Consultant shall furnish a copy of the Agreement's insurance and indemnity provisions to any subcontractor upon request. Upon request from the City, Consultant shall provide insurance certificates and endorsements of its subcontractors.
9. Document Submission and Title to Documents: Consultant agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement is considered work made for hire and shall be the property of the City upon delivery. City may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement.
10. Permits and Licenses: Prior to execution of the Agreement the Consultant shall obtain and maintain throughout the Agreement period all licenses required by law including but not limited to a valid City of Arcata business license.
11. Modification, Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not

incorporated in the Agreement is binding on any of the parties.

12. Assignment. This Agreement is not assignable by the Consultant, either in whole or in part.
13. Audit of Records. Consultant shall maintain complete and accurate records of all payrolls, expenditures, disbursements and other cost items charged to the City or establishing the basis for an invoice, for a minimum of four years from the date of final payment to Consultant. All such records shall be clearly identifiable. Consultant shall allow City representatives to inspect, examine, copy and audit such records during regular business hours upon 24 hours' notice.
14. Designated Representatives. Consultant and City designate the following specific individuals to act as Consultant's and City's representatives and primary contact persons with respect to the services to be performed or furnished by Consultant and responsibilities of City under this Agreement ("Designated Representative"). Such individuals shall have authority to transmit instructions, receive information, and implement the contract on behalf of each respective party. The Designated Representative is not authorized to receive notices required under this Agreement unless identified under Section 15 below. Either party may change the individual name of the Designated Representative by written notice to the other party.

City Designated Representative:

Name: David Loya
Title: Community Development Director
Phone: 707-825-2045
Email: Dloya@cityofarcata.org

Consultant Designated Representative:

Name: Rob Holmlund
Title: Project Manager
Phone: (707) 599-2928
Email: robh@planwestpartners.com

15. Notices. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt, excepting that notice sent by mail shall be deemed given and received three (3) business days after the date deposited in the United States mail.

Notice to City:

Name: Karen Diemer
Title: City Manager
Address: 736 F Street
Arcata, CA 95521
Email: Citymgr@cityofarcata.org
Fax: 707-822-8018

Notice to Consultant:

Name: Vanessa Blodgett
Title: Senior Planner/ Partner
Address: 1125 16th Street, Suite 200
Arcata, CA 95521
Email: vanessab@planwestpartners.com
Fax: (707) 825-9181

16. Governing Law: This Agreement and performance hereunder and all suits and special proceedings shall be construed in accordance with the laws of the State of California. In any action or proceeding that may be brought from or connected in anyway to this Agreement, the laws of the State of California shall be applicable and shall govern to the exclusion of the law any other forum. Venue shall be fixed in Humboldt County.
17. Disputes. City and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking any procedures of this Agreement, or exercising their rights under law. Prior to court action, the parties agree to pursue mediation as a means to settle any dispute.
18. Entire Agreement. This Agreement together with the exhibits identified below constitutes the entire

Agreement between City and Consultant for the Services and supersedes all prior written or oral understandings.

19. Nondiscrimination. During the performance of this Agreement, Consultant and its subcontractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40), or denial of family-care leave, medical-care leave, or pregnancy-disability leave. Consultant and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.
20. Severability. Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
21. Survival. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
22. Timeliness. Time is of the essence in this Agreement. Consultant shall proceed with and complete the Services in an expeditious manner.
23. Waiver. Neither the acceptance of Consultant's work nor the payment thereof shall constitute a waiver of any provisions of this Agreement. A waiver of any breach shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
24. Exhibits Included. The following Exhibits are attached hereto and incorporated into this Agreement:

Exhibit A: Scope of Work, Compensation

~~Exhibit B: Special Conditions None.~~

~~Exhibit C: Special Insurance Conditions None.~~

With the exception of Exhibit C, in the event of conflict between the terms and conditions of this Agreement and those within any Exhibit hereto, the terms and conditions of this Agreement shall prevail over any Exhibit hereto. In the event of conflict between the provisions contained in Section 6 of this Agreement and those in Exhibit C, if any, the Exhibit C Special Insurance Conditions shall control.

25. Attorney's Fees. Should any litigation or arbitration be commenced between the parties hereto concerning this Agreement, or the rights and duties of any party in relation thereto, the party prevailing in such litigation or arbitration shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney's fees in such litigation or arbitration.
26. Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which will constitute one and the same agreement. Facsimile, portable document format (pdf), and verified electronic signatures shall be binding and considered as if an original.

IN WITNESS WHEREOF, the person executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

CITY:

By: 

Karen T. Diemer

City Manager

Date: 4.22.21

Insurance and procurement approved:

By: 

Danielle Allred,

Contracts and Special Projects Manager

Approved as to form:

N/A - Use of approved template
(PSA 3/16/21)

By: _____
Nancy Diamond, City Attorney

CONSULTANT:

By: 

Print Name: Vanessa Blodgett

Title: Senior Planner/ Partner

Date: April 22, 2021

Employer ID#: 90-0262382

EXHIBIT "A"
SCOPE OF SERVICES AND COMPENSATION

Scope of Services:

Consultant shall provide long range planning related services to the City's Community Development Department, including preparing updates and amendments to the City's General Plan, developing a targeted infill zoning ordinance centered on a form-based code, and preparing an Environmental Impact Report (EIR), including special studies necessary to evaluate the impact of these long-range planning documents to a sufficient level of detail to meet the goals outlined in the associated Request for Proposals. City and Consultant acknowledge the depth and detail of the various special studies may differ by discipline and the intermediate outcomes and referrals during development of the EIR.

Consultant will also provide assistance with public outreach and engagement associated with the above documents/reports, including up to four Special Study Sessions with City Council and/or Planning Commission, up to four meetings of the Planning Commission, up to six meetings with the City Council, and up to eight public meetings/workshops (either virtual or in-person). For each document/study for this project, Consultant will prepare one staff-level draft ("Staff Draft"), one public-ready draft ("Public Draft"), and one Final Draft.

Consultant shall complete the following tasks as directed by the City and as detailed in Consultant's "Proposal to Provide Strategic Infill Redevelopment Plan & Long-Range Planning Services for the City of Arcata," submitted February 19, 2021 in response to the City's RFP for Arcata Long Range Planning Services:

- 1) Scoping and Formalizing Work Plan Approach;
- 2) Data Collection and Analysis for General Plan Update;
- 3) General Plan Amendments of select Elements:
 - a. Land Use Element
 - b. Transportation and Circulation Element
 - c. Public Facilities & Infrastructure Element
 - d. Parks & Rec Element
 - e. Design Element
 - f. Public Safety Element (hazards)
 - g. Open Space Element
 - h. Resource Conservation & Management Element
 - i. Growth Management Element
- 4) Gateway Area Plan and Form Based Code Drafting;
- 5) CEQA Program Environmental Impact Report, including the following special studies/analyses:
 - a. Air Quality/GHG Study
 - b. Biological Resources Report
 - c. Cultural Resources Report
 - d. Historic Resources Assessment and Report
 - e. Hazardous Materials Report
 - f. Noise Study
 - g. Soils Report
 - h. VMT & LOS Traffic Study
- 6) Optional Tasks:
 - a. Other optional tasks identified in the Consultant's proposal may be added as requested by City for additional scope/schedule/fee per written mutual consent. Additional optional tasks may include:

- i. 3D Mapping under Task 2.1 and Task 2.2.2;
- ii. Direct Mailing assistance under Task 2.2.1;
- iii. Interactive GIS programs under Task 2.2.2;

Consultant shall endeavor to complete the work outlined above in accordance with the "Schedule of Work" included in Consultant's Proposal, attached and incorporated here as Attachment A.1 – Schedule of Work. However, this Schedule of Work may be modified as directed by the City's Community Development Director.

Compensation:

City shall pay consultant in accordance with the hourly rates and hours by task allocations described in Consultant's Cost Proposal, attached and incorporated here as Attachment A.2 – Payment Schedule.

Total compensation not to exceed \$600,000.00 without written mutual consent.

Consultant will provide regular budget status updates by task and line-item. City may approve budget adjustments between line-items, increase budget line items up to the not to exceed amount, or contract amendments at its discretion considering Consultant's recommendation.

The Payment Schedule presented in Attachment A.2 totals \$509,181. This contract authorizes a not to exceed amount of \$600,000.00. Consultant may receive written approval from the City's Community Development Director to expand scope to include the remaining \$90,819 within the above tasks if and when the additional budget is needed.

Attachment A.1 – Schedule of Work

		Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23
Task 1	0.0 Project Management	★	★	★	★	★	★	★	★	★	★	★	★	★	★	★	★	★	★	★	★	★	★	★	★
	1.1 Preliminary Scoping																								
	1.2 Data and Doc Review																								
Task 2	2.1 Existing Conditions Mapping																								
	2.2 Public Outreach & Design Work			⊗	⊗	⊗																			
	2.3 Briefing Package																								
Task 3	2.4 PC and CC Special Study Session					▲																			
	3.1 Land Use Element					★																			
	3.2 Transpo and Circulation Element						★																		
	3.3 Public Facilities & Infrastructure Element																								
	3.4 Parks & Rec Element																								
	3.5 Design Element						★																		
	3.6 Public Safety Element (hazards)																								
	3.7 Open Space Element																								
	3.8 Resource Conservation & Management Element																								
	3.9 Growth Management Element																								
	3.10 Integration of General Plan Focus Area																								
	3.11 Analysis of General Plan Consistency																								
	3.12 Community Outreach (6 Elements)									⊗															
	3.13 Community Outreach (4 Elements)										⊗														
	3.14 City Council Study Session											▲											▲		
Task 4	4.1 Public Review Draft of the Arcata Gateway Area Plan	★																							
	4.2 Public Review Draft of the Form-Based Code	★																							
	4.3 Community Open House			⊗																					
	4.3 Planning Commission & CC Joint Session					▲																			
	4.4 City Council Study Session						▲																⊗		
Task 5	5.1 Project Description and Internal Scoping																								
	5.2 Public Scoping					⊗																			
	5.3.1 Air Quality/GHG Study																								
	5.3.2 Biological Resources Report																								
	5.3.3 Cultural Resources Report																								
	5.3.4 Historic Resources Report																								
	5.3.5 Hazardous Materials Assessment																								
	5.3.6 Noise Study (GHD)																								
	5.3.7 Soils Report (GHD)																								
	5.3.8 VMT & LOS Traffic Study Report																								
	5.4 Prelim Admin Draft EIR																								
	5.5 Admin Draft EIR																								
	5.6 "Camera Ready" Draft EIR																								
	5.7 Draft Final EIR and Response to Comments																								
	5.8 MMRP, Noticing, and Administrative Support																						⊗		

SYMBOL KEY

■	= Task work in progress
■	= Task conclusion and/or major deliverable
▼	= Project management meeting (yellow = virtual; blue = either in-person or virtual depending on City preference and/or pandemic appropriateness at the time)
⊗	= Public meeting (yellow = entirely virtual; blue = in-person if pandemic appropriate as determined by the City)
■	= Focus group meeting (yellow = entirely virtual; blue = in-person if pandemic appropriate as determined by the City)
▲	= Council or PC meeting (yellow = entirely virtual; blue = in-person if pandemic appropriate as determined by the City)
★	= Walk/drive/bike meeting with City staff and key consulting team members (in person if pandemic appropriate at the time; walking/biking should be viable throughout project)

Attachment A.2 - Payment Schedule

The task level budgets are presented below as detailed in Consultant's Proposal.

- Task 1: Scoping and Formalizing Work Plan Approach - \$16,513
- Task 2: Data Collection and Analysis for General Plan Update - \$43,975 (a portion of this cost includes some data collection on behalf of special studies under Task 5)
- Task 3: General Plan Amendments – \$129,398
- Task 4: Gateway Area Plan and Form Based Code Drafting - \$96,975
- Task 5: Environmental Review (CEQA and Special Studies) - \$222,320 (a portion of this cost includes some special studies data collection)
- Task 6: Optional Tasks
 - Other optional tasks identified in the Consultant's proposal may be added as requested by City for additional scope/schedule/fee per written mutual consent. Additional optional tasks may include:
 - 3D Mapping under Task 2.1 and Task 2.2.2;
 - Direct Mailing assistance under Task 2.2.1;
 - Interactive GIS programs under Task 2.2.2;

The above totals \$509,181, budget may be moved between the above tasks with written approval from the City's Community Development Director. This contract authorizes a not to exceed amount of \$600,000.00. Consultant may receive written approval from the City's Community Development Director to distribute the remaining \$90,819 within the above tasks, and/or for supplemental tasks, if and when the additional budget is needed.

Through the end of the year 2022, consultant will utilize the following rates for each category of professional. If the project extends beyond the year 2022, consultant may receive written permission from the City's Community Development Director to increase rates for select individuals by up to 5%.

Planwest Partners					
Principal in Charge	Project Manager	Senior Planner	Associate	GIS/Planning	Assistant Planner
\$125	\$125	\$115	\$95	\$92	\$85

GHD												
CEQA QAQC	Urban Designer	Code Specialis	GIS	GIS	GIS	Senior CEQA	Enviro. Planner	Noise	Senior Engineer	Transpo. Planner	Transpo. Engineer	Civil Engineer
\$200	\$160	\$125	\$155	\$165	\$120	\$200	\$135	\$155	\$195	\$195	\$155	\$170

K. Boodjeh Architects			Noble Consulting	G. Takano	E. Ponte	H. Equinoss
Principal Architect	Senior Architect	Architect	Code Specialist	Historic	Landsc Arch	Facil
\$125	\$100	\$85	\$165	\$165	\$100	\$100