



CITY OF BIGGS Planning Staff Report

TO: CITY OF BIGGS CITY COUNCIL

FROM: Scott Friend, AICP – City Planner

MEETING DATE: July 14, 2015; 6:30 p.m.
Biggs City Hall, 3016 Sixth Street, Biggs, CA 95917

SUBJECT: Professional Services Contract Renewal for Planning and Environmental Services with PMC / Michael Baker International for FY 2015-2016.

REQUEST

Working through the City Administrator, PMC/Michael Baker International, Inc. requests that the City Council approve a contract in the amount of \$58,000 with \$30,000 allocated for the provision of on-call planning and environmental services and \$28,000 for code enforcement services. The contract would allow for the continued provision of professional planning, environmental and code enforcement services by PMC/Michael Baker International, Inc. to the City of Biggs for Fiscal Year 2015-2016. The budget amount is consistent with the budget proposed by the City Administrator for said services for the coming fiscal year and the nature and extent of the services proposed under the contract remain as approved by the City in previous years.

DISCUSSION

PMC, now Michael Baker International, Inc., has provided professional planning and environmental services to the City of Biggs since 1996. With this contract, Michael Baker International would continue to provide planning, environmental and code enforcement services to the City as an extension of City staff and would continue to make available to the City the collective staff resources of the Michael Baker International Company. The contract as proposed would not modify the staffing assignments, personnel or total annual services budget and is consistent with the budget amount assigned for the purpose in the City's proposed FY2015-2016 budget.

The proposed contract does call for minor hourly rate increases for staff at both the senior planner and assistant/associate planner rates. The hourly rate increases proposed with the contract would result in an hourly rate increase of three (3) dollars per hour the senior planner position (\$85 to \$88) and five (5) dollars per hour for the assistant/associate positions (\$70 to \$75). PMC/Michael Baker International has not requested an hourly rate increase for services for the senior planner position for four (4) years or a rate increase for the assistant/associate planner position for seven (7) years.

As proposed, the contract would provide for the provision of general on-call planning and environmental services in an average amount of 6-7 hours per week and would allow for code enforcement services in an average amount of 7 hours per week. The service levels provided for with this contract are generally consistent with the service levels provide for in 2014-2015 contract.

ENVIRONMENTAL REVIEW

Not Applicable

PUBLIC COMMENT

None received to date.

FISCAL IMPACT

The proposed contract is in an amount equal to the dollar amount allocated in the fiscal year 2015-2016 budget for the purposes of providing planning, environmental and code enforcement services. The contract does not seek an increase in funding for the coming fiscal year and is consistent with the overall contract dollar amount and terms approved by the City for fiscal year 2014-2015.

RECOMMENDATION

PMC/Michael Baker International, Inc. recommends that the City Council consider the proposed contract for the up-coming fiscal year and take action as determined appropriate.

ATTACHMENT(S):

- 1) FY2015-2016 Professional Services Contract (provided separately)

**AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES**

This Agreement is entered into July 1, 2015, between Michael Baker International, Inc. (PMC) ("CONSULTANT") and the City of Biggs ("CITY"), a municipal corporation.

RECITALS

This Agreement is predicated on the following facts:

CITY requires professional consultant services in conjunction with City of Biggs planning activities and other projects which may arise from time to time during CITY's fiscal year beginning July 1, 2015.

CONSULTANT is qualified to provide these services and is willing to provide them according to the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. DUTIES OF CONSULTANT

CONSULTANT shall designate an individual who will provide on-site planning services and will be primarily responsible for providing the services outlined in Exhibit A with assistance as needed from other staff of CONSULTANT.

2. DUTIES OF CITY

A. CITY agrees to make available to CONSULTANT relevant public records including copies of reports, maps, and other file materials as may be needed for the CONSULTANT to perform his duties and to cooperate in the collection of information which CONSULTANT may request.

B. CITY shall promptly:

- (1) notify CONSULTANT of any defect in CONSULTANT's performance; and
- (2) review any documents submitted by CONSULTANT for CITY's comment.

C. CITY agrees that CITY shall not, during the term of this Agreement, nor for a period of one year after termination, solicit for employment, hire or retain, whether as an employee or independent contractor, any person who is or has been employed by Consultant. Should CITY desire to hire CONSULTANT's employee, CITY agrees to pay CONSULTANT equitable compensation for the loss of said employee.

3. CONSULTANT'S STATUS

CONSULTANT is an independent contractor and is solely responsible for its acts or omissions. CONSULTANT (including its agents and employees) is not CITY's agent, employee or representative for any purpose, except as specifically designated herein. Consultant will meet with City representatives at least once per year, scheduled at the City's discretion, to discuss performance of services per this Agreement. Meeting may be executive (closed to public) session.

4. CONFLICT OF INTEREST

CONSULTANT understands that its professional responsibility is solely to CITY. CONSULTANT represents that it presently has no interest and will not acquire any direct or indirect interest that would conflict with its performance under this Agreement. CONSULTANT shall not in the performance under this Agreement, employ a person having such an interest.

5. COMPENSATION

A. CITY agrees to pay CONSULTANT for all services described in Exhibit A, performed under this Agreement and for performance under any project which has been approved in writing by the CITY. Total compensation for services paid for out of CITY funds shall not exceed the amounts shown for the tasks outlined in Exhibit A, unless otherwise authorized by an amendment to this Agreement, signed by both parties. It is understood and agreed that certain projects may be paid for by a third party ("pass through funds") and will not subtract from the not-to-exceed amount contained herein.

B. CONSULTANT may invoice CITY monthly for work done in the preceding month. The invoice shall generally describe services rendered and fees charged in reasonable detail. CITY shall pay CONSULTANT within 30 days of receipt of the invoice.

C. CONSULTANT agrees to testify at CITY's request if litigation is brought against CITY in connection with CONSULTANT's work. Unless the action is brought by CONSULTANT or is based upon CONSULTANT's negligence, CITY will compensate CONSULTANT for the testimony at CONSULTANT's standard hourly rate.

6. TIME OF PERFORMANCE

CONSULTANT shall begin performance of its services upon signing of this Agreement and delivery of insurance certificates to the City. Services shall continue until the project is completed as agreed unless terminated by the City Administrator/Finance Director, with the concurrence of the City Council.

7. TERMINATION

Either party may terminate this Agreement by giving 30 days' written notice to the other party. Upon termination, CONSULTANT shall give CITY all work done toward completion of its services. CITY shall pay CONSULTANT for work delivered to CITY under the terms of this Agreement.

8. OWNERSHIP OF WORK

All documents furnished to CONSULTANT by CITY and all reports and supportive data prepared by CONSULTANT under this Agreement are CITY's property and shall be given to CITY at the completion of CONSULTANT's services. Any reuse of such reports or material is done at the sole risk of the CITY. Computer models used in the preparation of the study shall remain the property of the CONSULTANT.

9. LITIGATION

If either party brings an action to enforce this Agreement, the prevailing party is entitled to reasonable attorneys' fees and costs.

10. ASSIGNMENT; SUBCONTRACTS

CONSULTANT's services are considered unique and personal. CONSULTANT will not assign or transfer its interest or obligation under this Agreement without CITY's written consent. CONSULTANT shall not subcontract its duties under this Agreement without CITY's written consent.

11. INSURANCE

Without in any way limiting CONSULTANT's liability pursuant to the indemnification described below, CONSULTANT shall maintain, during the term of this contract, at least the following insurance:

Coverage	Minimum Limits
<i>General Liability</i> Comprehensive General Liability, including: Premises and Operations Contractual Liability Personal Injury Liability	\$1,000,000 Combined Single Limit Per Occurrence, and Aggregate
<i>Automobile Liability</i> Comprehensive Automobile Liability, including: Non-Owned and Hired Autos	\$1,000,000 Combined Single Limit Per Occurrence
<i>Workers' Compensation and Employer's Liability</i> Workers' Compensation Insurance Employer's Liability	Statutory \$1,000,000
<i>Professional Liability</i> Professional Liability Insurance	\$1,000,000 Per Claim

CONSULTANT shall provide CITY with Certificate of Insurance evidencing each of the above coverages. Each such Certificate (excepting that for Workers' Compensation and Professional Liability Coverage) shall indicate that City is an additional insured; that the coverage afforded is primary to any other coverages which may be available to CITY in the event of loss; and that CITY will be provided with thirty (30) days' prior notice of cancellation in coverage, unless cancelled for nonpayment of premium, then ten (10) days prior notice will be given to CITY.

12. INDEMNIFICATION

A. CONSULTANT shall defend, indemnify, and hold CITY harmless from damages, costs or expenses that may arise from damage to property or injury to persons to the extent caused by CONSULTANT's negligent act, error, or omission.

B. CITY shall defend, indemnify, and hold CONSULTANT harmless from damages, costs or expenses that may arise from damage to property or injury to persons to the extent caused by CITY's negligent act, error, or omission.

13. EQUAL EMPLOYMENT OPPORTUNITY

CONSULTANT is an Equal Opportunity Employer and agrees to comply with applicable regulations governing equal employment opportunity.

14. NOTICES

Any notice given under this Agreement shall be in writing and deemed given when personally delivered or deposited in the mail (certified or registered) addressed to the parties as follows:

CITY

City of Biggs
465 C. Street
Biggs, CA 95917
Attention: Roger Frith

CONSULTANT

Michael Baker International, Inc. (PMC)
2729 Prospect Park Drive, Suite 220
Rancho Cordova, CA 95670
Attention: Philip O. Carter

15. WAIVERS

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

16. MODIFICATIONS

No waiver, modification or termination of this Agreement is valid unless made in writing.

17. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.

18. ENTIRE AGREEMENT

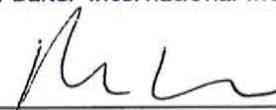
This Agreement sets forth the entire understanding between the parties. Changes or amendments shall be made in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date above written.

CITY:
City of Biggs

By _____
Roger Frith
Mayor

CONSULTANT:
Michael Baker International Inc. (PMC)

By  _____
Philip O. Carter
Vice-President

**PROFESSIONAL CONSULTING SERVICES
TO THE CITY OF BIGGS
FY 2015-2016**

EXHIBIT A

Professional Consultant Services

Consultant will provide a variety of professional consulting services to the City of Biggs (City) on an on-going basis as requested by the City and as approved for the current budget year (FY 2015-2016). Consultant will provide these services in an amount not to exceed \$30,000 dollars as outlined in more detail below.

City shall compensate Consultant on a time and materials basis at the hourly rates below, or as applicable, in accordance with the City-approved budget for specific projects assigned to Consultant.

Hourly Rates

Senior Planner \$88/hr.

Associate/Assistant Planner \$72/hr.

***Additional staff and hourly rates for specific projects may be used as authorized by the City*

Continuance of Code Enforcement Services

At the direction of the City Administrator, Consultant may continue to provide Code Enforcement Services under this Contract in accordance with the scope of services description contained in Consultant's proposal dated January 14, 2011, incorporated herein by reference. Such services will be performed under a separate budget of \$28,000 at the hourly rates shown above.

Additional Services

Both parties agree that certain services/projects will be requested by City that will not be paid for by City funds, but by outside parties ("pass through funds"). The approved budgets for such projects shall not subtract from the not-to-exceed amount set for FY 2015-2016. Charges for such "pass through funds" shall be shown on monthly invoices separate from billings for City-funded services.