

RESOLUTION NO. 4241

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT
WITH PMC FOR ENVIRONMENTAL CONSULTING SERVICES RELATED TO THE
WIND TURBINE ENERGY PROJECT IN AN AMOUNT NOT TO EXCEED \$33,535**

WHEREAS, in 2008 Soledad identified the opportunity to reduce energy usage and cost, improve city facilities and reduce greenhouse gas emissions through the construction of five (5) 100kw wind driven electric generation turbines to be installed at the site of the City Wastewater Treatment Plant (“WWTP”); and

WHEREAS, the WWTP is located immediately northeast of the Salinas River, and approximately one mile south of U.S. Highway 101 as it passes through the City of Soledad; and

WHEREAS, power produced by these wind turbines will be used at the WWTP and/or fed back to the electric grid resulting in an offset of power purchased or “Net Metering” of power; and

WHEREAS, based upon estimated preliminary energy savings, the total greenhouse gas emissions reduction per year for all five turbines would be 521 tons which over the 30-year life of the turbines, greenhouse gas emissions would be reduced by more than 15,630 tons, at current production rates with the total expected energy savings of 240,000-kw per year per wind turbine.; and

WHEREAS, prior to consideration of the Wind Turbine Project, the Council needs to approve a contract for an environmental analysis in accordance with the California Environmental Quality Act (CEQA) to determine the environmental impacts of the Project; and

WHEREAS, after consideration of responses to the city’s RFP, Staff recommends a contract be awarded to PMC for the preparation of the appropriate environmental analysis of the Wind Turbine Project.

NOW THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of Soledad that the Council hereby authorizes the Interim City Manager to execute an agreement, Exhibit I attached hereto and made a part hereof, with PMC for environmental consulting services related to the Wind Turbine Project in an amount not to exceed \$33,535.

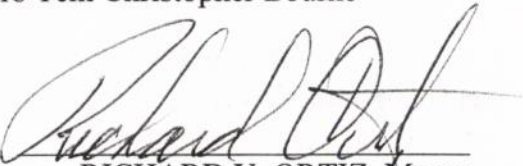
PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 18th of June 2008 by the following vote:

AYES, and in favor thereof, Councilmembers: Martha Camacho, Juan Saavedra, Patricia Stephens, Mayor Richard Ortiz

NOES, Councilmembers: None

ABSTAIN, Councilmembers: None

ABSENT, Councilmembers: Mayor Pro Tem Christopher Bourke



RICHARD V. ORTIZ, Mayor

ATTEST:



ADELA P. GONZALEZ, Interim City Clerk

"EXHIBIT I"
CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SOLEDAD AND
PMC

THIS AGREEMENT for consulting services is made by and between the City of Soledad ("City") and Pacific Municipal Consultants, dba PMC ("Consultant") (together referred to as the "Parties") as of June 19, 2008 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end one month after the time of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this 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, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed \$33,535.00, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant 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 Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
 - Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
 - The beginning and ending dates of the billing period;
 - A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;

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insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation. Consultant 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 Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Consultant 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 Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and City-recognized volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, 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 \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance 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 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). 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 occurrence basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and City-recognized volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and City-recognized volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or City-recognized volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

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

4.5 **Remedies.** In addition to any other remedies City may have if Consultant 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 Consultant'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 Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and City-recognized volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, reasonable attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the negligence or willful misconduct of City.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type to express or implied indemnity against the Indemnitees, to the extent such claims were caused by the negligent acts, errors or omissions of the Consultant.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, then to the extent City treats Consultant as an independent contractor, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or

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- 8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:
- 8.6.1 Immediately terminate the Agreement;
 - 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
 - 8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant'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 Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during

10.10 **Notices.** Any written notice to Consultant shall be sent to:
Philip O. Carter, President
PMC
2729 Prospect Park Drive, Suite 220
Rancho Cordova, CA 95670

Any written notice to City shall be sent to:
Adela P. Gonzalez, City Manager
City of Soledad
248 Main St.
Soledad, CA 93960

10.11 **Integration.** This Agreement, including the PMC Proposal which includes Scope of Services, Payment Schedule, Reimbursables and Project Schedule attached hereto and incorporated herein as Exhibit A represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A PMC Proposal including Scope of Services, Payment Schedule, Reimbursables and Project Schedule

10.12 **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.

[SIGNATURES ON FOLLOWING PAGE]

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EXHIBIT A

PMC PROPOSAL

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SCOPE OF SERVICES

TASK 1 – PROJECT INITIATION

This task consists of all actions necessary to begin environmental documentation, including meetings and consultations with the City of Soledad, collection and review of all background information and relevant policy documents, refining the scope of work (if necessary) and conducting an initial site visit with the City to review potential impacts and to identify preliminary visual assessment locations. The result of this task will be a clear scope of work, an established project file and verification of analysis assumptions.

TASK 2 - PREPARE INITIAL STUDY/MITIGATED NEGATIVE DECLARATION (CEQA DOCUMENTATION)

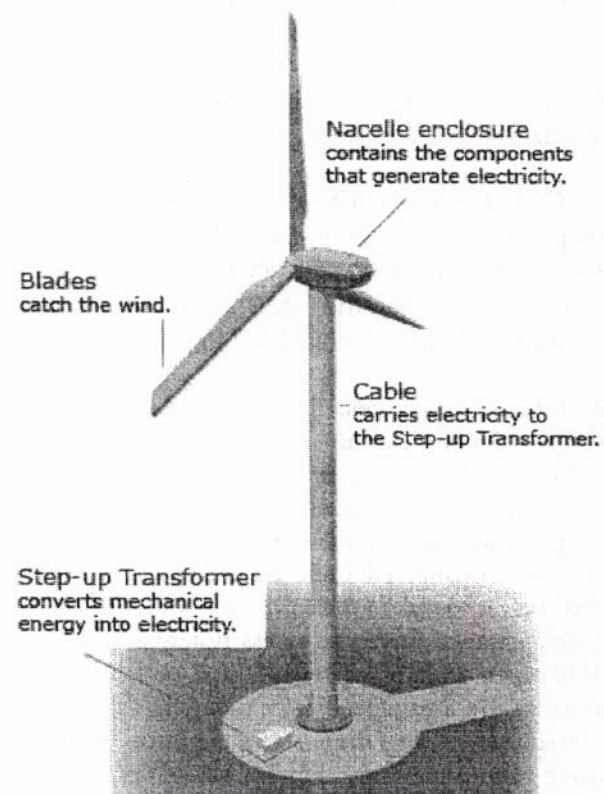
The Initial Study will respond to the Environmental Checklist contained within the most recent update to the CEQA Guidelines. Due to the nature of this project as a wind energy production facility, unique regulations apply to the project. A list of various State and federal regulations PMC will be reviewing to ensure compliance of the project are attached as **Appendix A**. PMC's approach to preparing Initial Studies provides reasoned discussion and analysis for each area of the checklist, including areas with no impact or impacts found to be less-than-significant. This approach provides a solid and defensible document in support of a Mitigated Negative Declaration. The contents of the Initial Study, checklist categories and scope of the analysis include the following:

Introduction and Project Description.

The Initial Study will include a brief introduction describing the responsibilities of the lead agency, the purpose of the analysis and requirements for CEQA review. A project description will be prepared, describing all aspects of project design, construction and operation as proposed. The project description will be based on the project file and latest plans provided by the project applicant.

Aesthetics/Visual Resources. This section will analyze potential impacts relative to the potential impacts of the proposed wind turbines on the Highway 101 corridor and on other surrounding public viewing areas from a total of five (5) data points and by using the Google Earth software program to show multiple angles of the proposed project. For this project, we are recommending inclusion of static visual simulations in addition to interactive software tools to precisely and defensibly present the project's final appearance to the public and decision maker. Static visual simulations, as opposed to video ones, are prepared by taking photographs of the site, creating an image of the proposed project using a model or other means, and compositing the proposed and the base conditions photographs.

Figure 1, Typical Wind Turbine



Source: DOEUS, 2005

SCOPE OF SERVICES

as part of this scope, but if there is one available for the project site, findings and determinations will be included as necessary.

Hazards and Hazardous Materials. This section discusses the potential for the project to create a significant hazard through the use, transport or storage of hazardous materials, as well as possible impacts to emergency response plans. Since this is a wind energy project, standard discussions regarding the risk of electrocution, blade throw, and other related hazards will be included. PMC will do background research to determine whether there are any hazards located on or surrounding the project site that may apply to a wind energy project, or will use existing information the City has (such as a Phase 1 ESA).

Hydrology and Water Quality. The hydrology and water quality section typically discusses water quality standards, possible alteration of drainage patterns, flooding, and the potential for surface water pollution from construction and operation of the proposed project. Construction measures may be required to control sedimentation from construction impacts. Any drainage plans and water quality controls for the project will be summarized in this section to discuss potential impacts post-construction. PMC will consult with the City Engineer to determine if any localized flooding concerns are present that should be addressed through project design or drainage plans.

Land Use and Planning. This section will focus on land use compatibility between the proposed project and existing uses, surrounding uses and project height on neighboring properties. The Initial Study will evaluate the proposal for conflicts or compatibility with the General Plan, Downtown Revitalization Plan, and zoning code. Although permits may be required to allow for a variance in height to allow the proposed project, the proposed project would not conflict with existing uses on the sewage treatment plant site and it is anticipated that most impact discussions will be minimal in nature.

Noise. The wind turbines may pose unique noise concerns to neighboring uses. Although noise reduction technologies in use by wind manufacturers has improved dramatically in recent years, noticeable noise impacts may occur as a result of the proposed project. Depending on the type of wind turbine proposed and the proximity of sensitive receptors, an expanded noise study with onsite monitoring and noise contour analysis may be required to address potentially significant noise impacts of the proposed project. We are not currently scoping to include a noise impact analysis due to the location of the proposed turbines in an area of existing noise levels that likely exceed noise that may be generated by the proposed wind turbines. To address this project in context with surrounding land uses, PMC will analyze the specifications of the proposed wind turbines in context with existing noise data at the sewage treatment plant to work with City staff to develop an approach to the noise analysis that addresses any potential noise issues.

Population and Housing. This section will

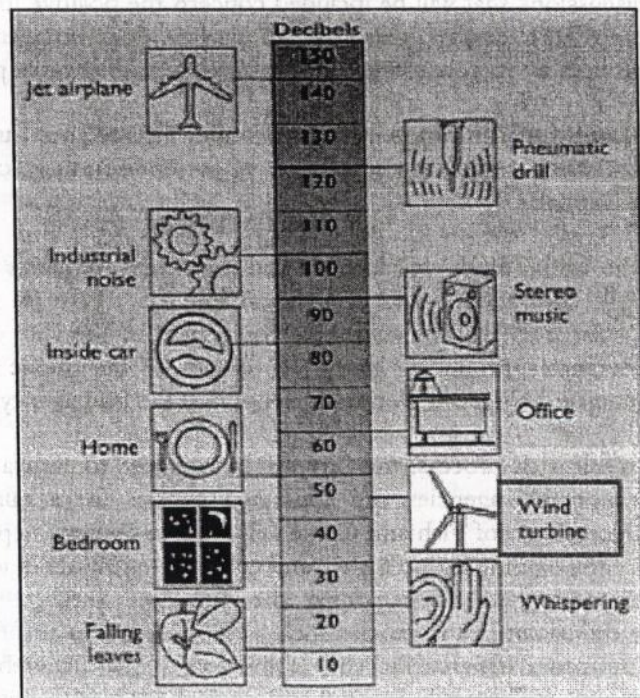


Figure 4
Utility-scale turbine is 45 decibels at 350 meters

SCOPE OF SERVICES

TASK 3 - NOTICING, MEETINGS AND PUBLIC HEARINGS

The project manager will participate in meetings and public hearings as they relate to the environmental documentation. PMC will assume two (2) staff level meetings for coordination and to review findings, and one (1) hearing on the project before the City's decision-making bodies. Additional meetings will be conducted on a time and materials basis.

PMC will also prepare the notices required by CEQA, including the Notice of Intent to Adopt a Mitigated Negative Declaration (NOI) and the Notice of Determination (NOD).

TASK 4 - MITIGATION MONITORING AND REPORTING PROGRAM

As required by CEQA, final documentation will include a Mitigation Monitoring and Reporting Program (MMRP) which identifies the timing, responsibility and monitoring of any adopted mitigation measures and conditions of approval. The MMRP, required by CEQA for any project that has mitigation measures, will be in table format for ease of use by the lead agency during project implementation and construction.

The above scope of work is predicated on the assumption that all potentially significant impacts can be mitigated to a less than significant level. If any issue is found to be significant and unavoidable with no mitigation feasible, PMC will recommend an alternative course of action for CEQA compliance.

PROJECT TEAM

PMC has a multidisciplinary team of professionals that lead their field in planning and environmental analysis. We are proposing the services of Tad Stearn, the Principal of the Monterey office as the Principal in Charge, Michael McCormick, Senior Planner as the Project Manager, Jeannette Owen as the Senior Biologist, Martti Eckert as the Visual Resources Specialist, and Ashley Hefner as Assistant Planner. This same team is currently working on a wind energy siting project between Chualar and Gonzales on River Road on behalf of the County of Monterey and has substantial experience working on public policy and project specific analysis with similar impacts as this project. Below are summaries of each of the project team's level of experience. Resumes with selected project experience are attached as **Appendix B**.

TAD STEARN, PRINCIPAL IN CHARGE

Mr. Stearn is a Principal with the firm and one of PMC's charter staff members. Mr. Stearn manages PMC's Monterey office and is responsible for project management and business development in Northern California and the Central Coast region. Management duties include the oversight of PMC staff for all planning and environmental compliance projects, as well as hands on project management and on-call consultation service for local clients. Mr. Stearn has over 17 years professional planning experience, including the preparation of CEQA/NEPA compliance documents, review and processing of current planning applications, advanced planning projects (general plans, general plan amendments, specific plans and area/community plans) visual impact analyses, and special projects. He has worked in a number of jurisdictions completing visual resource assessments for controversial projects and has and has worked to develop alternative energy policy as a part of General Plan and Zoning Code development.

MICHAEL MCCORMICK, PROJECT MANAGER

Mr. McCormick has his Master's Degree in Urban and Regional Planning from Florida State University and specialized in alternative energy and environmental resource management. His capstone project was on determining which CEQA streamlining alternatives would be most appropriate for commercial wind energy projects. He is experienced in a diverse array of projects including managing CEQA and NEPA compliance projects, managing Specific Plans, working on General Plan sustainability sections, serving as LAFCO contract staff as a Senior Analyst, managing LAFCO Municipal Service Reviews, representing cities on Sphere of Influence and annexation proposals to LAFCOs, serving as current planning contract staff for multiple jurisdictions, presentation to public hearing bodies such as Planning Commissions, City Councils, Board of Supervisors, and LAFCOs, in addition to presenting to city staff regarding organization management and implementation of planning policies. Mr. McCormick has worked for such clients as the Counties of Monterey and Sutter, LAFCO of Monterey County, Fort Ord Reuse Authority, and the City's of Sand City, Corte Madera, Marina, Rancho Cordova, Greenfield, Pinole, King City, Seaside, Monterey, Morgan Hill, Gilroy, Salinas, and others. He is currently managing a wind energy permitting assistance and CEQA review project in the County of Monterey and has worked to develop alternative energy policy as a part of General Plan and Zoning Code development.

JEANNETTE OWEN, SENIOR BIOLOGIST

Ms. Owen has her Bachelors of Science in Ecology and Systematic Biology, with a Wildlife Management Concentration for California Polytechnic University, San Luis Obispo and has over twelve years experience performing detailed field studies, including data analysis and reporting on environmental impacts. She designed and implemented protocols and methodologies for both plant and wildlife surveys. Ms. Owen also has experience working with GIS, including image analysis, digitizing, image rectification and projection as task manager. She has worked both independently and in conjunction with several government and private agencies as project manager. Ms. Owen was responsible for project management and preparation of environmental documentation including wetland delineations,

COST PROPOSAL

PMC HOURLY RATES

For this assignment, costs will be incurred based upon the following rate schedule for assigned staff:

Principal	\$160/hr
Project Manager	\$120/hr
Senior Biologist	\$120/hr
Visual Resource Specialist	\$ 100/hr
Assistant Planner	\$ 85/hr
Assistant Biologist	\$85/hr
Administrative/Graphics Assistance	\$ 75/hr

Rates are inclusive of PMC staff overhead costs, including necessary business equipment (computers, cell phones, and hand-held devices). PMC will charge for mileage for site visits at a rate as allowed by current law.

SCHEDULE

Notice to Proceed (NTP)/Contract Execution	NTP
Prepare Biological and Visual Resource Analysis	4 weeks from NTP
Prepare Administrative Draft CEQA Document	8 weeks from NTP
City Review and Comment	10 weeks from NTP
Prepare/Circulate Public Review Draft	12 weeks from NTP
30 day Public Review Ends	18 weeks from NTP
Evaluate/Respond to Public/Agency Comments	22 weeks from NTP*
Environmental Documents to City for Certification	Based on City Calendar

** If substantial comment letters are received or responsible agencies require additional analysis to determine that the environmental document is adequate, additional time may be necessary to allow for adequate evaluation of comments.*