

## CONSULTANT AGREEMENT

THIS AGREEMENT, entered into this 26th day of March 2012, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and **Pacific Municipal Consultants**, a California corporation, whose address is 2729 Prospect Park Drive, Suite 220, Rancho Cordova, CA 95670 (hereinafter referred to as "Consultant"), is made with reference to the following:

### RECITALS:

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

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

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

D. City and Consultant desire to enter into an agreement for on-call graphic design services upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. **TERM:**

The term of this Agreement shall commence on the 26<sup>th</sup> day of March 2012, and shall terminate on the 31<sup>st</sup> day of March 2013, unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED:**

Consultant shall perform on-call graphic design services on an as-needed basis as set forth in Exhibit "A" and subsequent Task Orders prepared by Consultant and approved by City staff. Work requested on an hourly basis will be compensated as set forth in Exhibit "A".

3. **COMPENSATION TO CONSULTANT:**

Consultant shall be compensated for services performed pursuant to this Agreement in the amount set forth in Exhibit "A" and each subsequent Task Order. Total compensation for all Task Orders issued under this Agreement shall not exceed \$74,000.00. Payment shall be made to Consultant within 30 days' of receipt of invoice.

4. **TIME IS OF THE ESSENCE:**

Consultant and City agree that time is of the essence regarding the performance of this Agreement.

*pw*

5. **STANDARD OF CARE:**

Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City nor have any contractual relationship with City.

6. **INDEPENDENT PARTIES:**

City and Consultant intend that the relationship between them created by this Agreement is that of employer-independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by City to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

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."

7. **IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Consultant assumes any and all responsibility for verifying the identity and employment authorization of all of his/her employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Consultant shall indemnify and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Consultant.

8. **NON-DISCRIMINATION:**

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Consultant agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Consultant or Consultant's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS:**

Consultant shall indemnify, defend, and hold harmless City, its City Council, boards, commissions, officials, employees, and designated volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Consultant's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or

performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Consultant, Consultant shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Consultant. However, Consultant shall not be obligated to indemnify Indemnities from Claims arising from the sole or active negligence or willful misconduct of Indemnities.

As to Claims for professional liability only, Consultant's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

10. **INSURANCE:**

On or before the commencement of the term of this Agreement, Consultant shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C, D and E. Such certificates, which do not limit Consultant's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda by certified mail, Attention: Risk Manager." It is agreed that Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City as additional insured shall be submitted with the insurance certificates.

A. **COVERAGE:**

Consultant shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
	\$1,000,000 aggregate - all other
Property Damage:	\$250,000 each occurrence
	\$500,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:**

Comprehensive automotive liability coverage in the following minimum limits:

Bodily Injury:	\$500,000 each occurrence
Property Damage:	\$100,000 each occurrence
	or
Combined Single Limit:	\$500,000 each occurrence

(4) **Professional Liability:**

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000.

**B. SUBROGATION WAIVER:**

Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to his/her insurance for recovery. Consultant hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or City with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of said Consultant may acquire against City by virtue of the payment of any loss under such insurance.

**C. FAILURE TO SECURE:**

If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

**D. ADDITIONAL INSURED:**

City, its City Council, boards and commissions, officers, employees and volunteers shall be named as an additional insured under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

**E. SUFFICIENCY OF INSURANCE:**

The insurance limits required by City are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

**11. CONFLICT OF INTEREST:**

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

**12. PROHIBITION AGAINST TRANSFERS:**

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Consultant.

*PCW*

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. **SUBCONTRACTOR APPROVAL:**

Unless prior written consent from City is obtained, only those people and subcontractors whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

14. **PERMITS AND LICENSES:**

Consultant, at his/her sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License, that may be required in connection with the performance of services hereunder.

15. **REPORTS:**

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of City. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to City the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of City, and all publication rights are reserved to City.

B. All Reports prepared by Consultant may be used by City in execution or implementation of:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other City projects as appropriate.

C. Consultant shall, at such time and in such form as City may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on both sides of the paper except for one original, which shall be single sided.

E. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by City. However, it is agreed that Consultant may show work created under this Agreement to third parties solely as examples of Consultant's capabilities.

F. Consultant shall not be held liable for reuse of "Reports" for any purpose other than the original intent of this Agreement.

16. **RECORDS:**

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement.

Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

If supplemental examination or audit of the records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Consultant shall reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit.

17. **NOTICES:**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Consultant to City shall be addressed to City at:

City of Alameda  
2263 Santa Clara Avenue, Room 120  
Alameda CA 94501  
Attention: Lori Taylor

All notices, demands, requests, or approvals from City to Consultant shall be addressed to Consultant at:

Pacific Municipal Consultants  
2729 Prospect Park Drive, Suite 220  
Rancho Cordova, CA 95670  
Attention: Philip O. Carter

18. **TERMINATION:**

In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Consultant from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may terminate the Agreement forthwith by giving to the Consultant written notice thereof. Consultant will not be held responsible for failure to perform in the event such failure

is due to delay caused by the City or outside agencies.

Either party shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Consultant as provided herein. Upon termination of this Agreement, City shall pay Consultant for that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

19. **COMPLIANCES:**

Consultant shall comply with all applicable state or federal laws and all ordinances, rules and regulations enacted or issued by City. In the event that the Consultant encounters a potential conflict between state, federal or local law, Consultant shall inform City and City shall direct Consultant on proper course of action.

20. **CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.)

Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

21. **ADVERTISEMENT:**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from City to do otherwise.

22. **WAIVER:**

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

23. **INTEGRATED CONTRACT:**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Consultant.

24. **INSERTED PROVISIONS:**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

flw


25. **CAPTIONS:**


The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

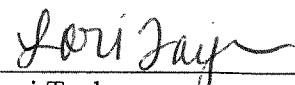
PACIFIC MUNICIPAL CONSULTANTS

CITY OF ALAMEDA  
A Municipal Corporation

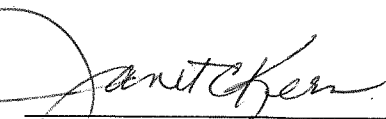
  
\_\_\_\_\_  
By: Philip O. Carter  
Title: President

  
\_\_\_\_\_  
John A. Russo  
City Manager

RECOMMENDED FOR APPROVAL:

  
\_\_\_\_\_  
Lori Taylor  
Community Development Director

APPROVED AS TO FORM:

  
\_\_\_\_\_  
~~Donna Mooney~~ JANET C. KERA  
Assistant City Attorney

PCW





March 28, 2012

Susan Kelly  
**CITY OF ALAMEDA**  
Economic Development Division  
Community Development Department  
2263 Santa Clara Avenue, Rm. 120  
Alameda, CA 94501

**RE: SCOPE OF WORK**

Dear Ms. Kelly:

Per our conversation yesterday, PMC will provide on-call graphic design services on an as-needed basis. For each item that is requested, we will provide a list of the tasks we will complete and our cost to do so. We will begin work after receiving written authorization to proceed in the form of a task order.

The initial items that we discussed include a Creative Brief, a Demographic Fact Sheet, and a Retail Map.

**Creative Brief - \$1,638**

- Kick-off: Discuss what is needed, styles, colors, fonts, images, timeline, and any other materials. (Completed yesterday.)
- Layout and Design – 3 Options: Develop 3 type treatments, color palettes, and sets of font options.
- Present options to Alameda: Present via conference call/Go-To-Meeting (share screen with Alameda).
- Alameda provides Feedback: Either via mark-ups or Post-its on PDF (whichever is easiest for the City).
- PMC revises option(s) based on Feedback: We can work on one or both options depending on which option(s) the City likes.
- PMC and Alameda Finalize Creative Brief.

**Demographic Fact Sheet - \$3,216**

- Kick-off: Discuss what is needed, styles, colors, fonts, images, timeline, and any other materials.
- Create Illustrations (pie and bar charts): 3 pie charts and 1 bar graph with 3-D effect.
- GIS: Provide Map for Fact Sheet
- Layout and Design – 2 Options: Two designs based on Creative Brief selection.
- Alameda provides Feedback.
- PMC makes revisions to selected option.
- PMC presents design to Alameda.

*pk*

Retail Map - \$2,342

- Kick-off: Discuss what is needed, styles, colors, fonts, images, timeline, and any other materials.
- GIS: Provide base for retail map.
- Text editing: Text editor adds in text and edits copy if necessary.
- Layout and Design – 2 Options: Two designs created.
- Present designs to Alameda.
- Alameda provides Feedback.
- PMC makes revision to selected option.
- PMC presents design to Alameda.

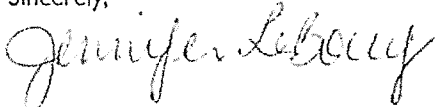
For any work requested on an hourly basis, the following rates will apply:

Louis Lillegard, Senior Designer/Project Manager	\$143
Steve Parker, Web Designer/Graphic Designer	\$136
Heather Hogan, Web Designer/Graphic Designer	\$136

GIS mapping	\$112
Technical Editing	\$ 89

Please do not hesitate to contact me if you have any questions. We look forward to working with you!

Sincerely,



Jennifer LeBoeuf  
Principal

*PL*

## AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 4<sup>th</sup> day of March 2013, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and **Pacific Municipal Consultants**, a California corporation, whose address is 2729 Prospect Park Drive, Suite 220, Rancho Cordova, CA 95670, (hereinafter referred to as ("Consultant")), is made with reference to the following:

### RECTALS:

A. On March 26, 2012, an agreement was entered into by and between City and Consultant (hereinafter "Agreement").

B. City and Consultant desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

1. Paragraph 1 ("Term") of the Agreement is modified to read as follows:

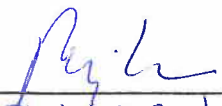
"The term of this Agreement shall commence on the 26<sup>th</sup> day of March 2012, and shall terminate on the 31<sup>st</sup> day of March 2015, unless terminated earlier as set forth herein."


2. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

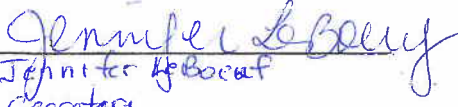
IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

PACIFIC MUNICIPAL CONSULTANTS

CITY OF ALAMEDA  
A Municipal Corporation

  
By: Philip O. Carter  
Title: President

  
John A. Russo  
City Manager

  
By: Jennifer LeBeau  
Title: Secretary

RECOMMENDED FOR APPROVAL:



---

Lori Taylor  
Community Development Director

APPROVED AS TO FORM:



---

Janet C. Kern  
City Attorney

## SECOND AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 7<sup>th</sup> day of October 2014, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and **Pacific Municipal Consultants**, a California corporation, whose address is 2729 Prospect Park Drive, Suite 220, Rancho Cordova, CA 95670, (hereinafter referred to as ("Consultant")), is made with reference to the following:

### RECITALS:

A. On March 26, 2012, an agreement was entered into by and between City and Consultant (hereinafter "Agreement").

B. On March 4, 2013, an amendment to agreement was entered into by and between City and Consultant.

C. City and Consultant desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

1. Paragraph 1 ("Term") of the Agreement is modified to read as follows:

"The term of this Agreement shall commence on the 26<sup>th</sup> day of March 2012, and shall terminate on the 30<sup>th</sup> day of June 2016, unless terminated earlier as set forth herein.

2. Paragraph 2 ("Services to be Performed") of the Agreement is modified to read as follows:

"Consultant shall perform on-call graphic design services on an as-needed basis as set forth in Exhibit "A" and "A-2" and subsequent Task Orders prepared by Consultant and approved by City staff. Work requested on an hourly basis will be requested as set forth in Exhibit "A".

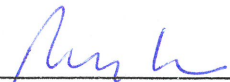
3. Paragraph 3 ("Compensation to Consultant") of the Agreement is modified to read as follows:

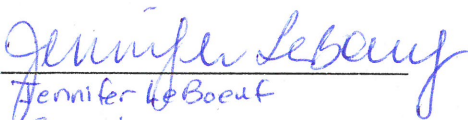
"Consultant shall be compensated for services performed pursuant to this Agreement in the amount not to exceed \$74,000 as set forth in Exhibit "A" and in the amount not to exceed \$150,000 as set forth in Exhibit "A-2" for a total of \$224,000 which are attached hereto and incorporated herein by this reference."

3. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.


IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

PACIFIC MUNICIPAL CONSULTANTS

  
By: Philip O. Carter  
Title: President

  
By: Jennifer LeBeau  
Title: Secretary

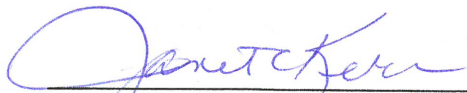
CITY OF ALAMEDA  
A Municipal Corporation

  
John A. Russo  
City Manager

RECOMMENDED FOR APPROVAL:

  
Debbie Potter  
Community Development Director

APPROVED AS TO FORM:

  
Janet C. Kern  
City Attorney





A PROPOSAL TO:

# THE CITY OF ALAMEDA COMMUNITY DEVELOPMENT DEPARTMENT

## ON-CALL GRAPHIC SERVICES



SUBMITTED TO:

**NANETTE MOCANU**  
DIVISION MANAGER

CITY OF ALAMEDA  
ECONOMIC DEVELOPMENT DEPARTMENT  
2263 SANTA CLARA AVE., ROOM 120  
ALAMEDA, CALIFORNIA 94501-4477

SUBMITTED BY:

**PMC**<sup>®</sup>

500 12TH STREET, SUITE 250  
OAKLAND, CALIFORNIA 94607  
PHONE: 1-866-828-6762 EXT. 10221  
WWW.PMCWORLD.COM





## SCOPE OF WORK & PROPOSED BUDGET

Providing on-call graphic services on an as-needed basis for marketing materials related to the new Economic Development Department (EDD) -wide projects, all print costs, and subsequent supporting materials in an amount not to exceed \$150,000, billed on a time and materials basis

### AS-NEEDED SUPPORT HOURLY RATES

Technical Editing and Administration: **\$89**

GIS: **\$112**

Web & Graphic Designer: **\$136**

Senior Web and Graphic Designer: **\$143**

Project Director: **\$152**



# PROJECT TEAM

## KEY PERSONNEL

PMC's Creative Services and GIS staff includes industry professionals who, utilizing the most current software, have created and implemented a broad range of award-winning communication programs and products for public agencies.

### LOUIS LILLEGARD

*Senior Designer/Project Manager*

Phone: 1-866-828-6762 EXT. 10221

Mr. Lillegard has a Bachelor of Science degree in Applied Art and Design from California Polytechnic State University in San Luis Obispo. He has been a designer for over twenty years and has been an employee with PMC for nine years. Mr. Lillegard has extensive technical knowledge on both Macintosh and PC platforms. He is highly proficient in the Adobe Creative Suite of Photoshop, Illustrator, InDesign, and Adobe Acrobat.

### STEVE PARKER

*Senior Web Designer/Graphic Designer*

Mr. Parker, is a Web Developer/Graphic Designer with twelve years experience and has been with PMC for over nine years. His specialties include Web Design and Graphics Design (Macromedia Flash, Director, Fireworks; Adobe Photoshop, InDesign, Premier, After Effects and Illustrator), Windows XP, Vista and 7 and 2003, 2008 web server environment, web server hardware installation, upgrading and troubleshooting, Microsoft Office Suite.

### ADAM GRACE

*Graphic Designer*

Mr. Grace has a bachelor of science in communication design from California State University, Chico. He has experience creating graphics, advertisements, packaging, product photography, and other various marketing collateral. His digital photography background combined with his graphic design skill set adds a unique value to the PMC creative services team.

### JESSICA HESTER

*Web Designer/Developer*

Ms. Hester has 2 years of professional experience in web design and development, specializing in PHP and Wordpress. She is currently pursuing her bachelor of science in web design and interactive media at the Art Institute of California in Sacramento and has been with PMC since August 2013. She is highly proficient with the latest Adobe Creative Suite as well as open-source development tools in both Windows and Mac environments.

### STEPHEN BIRD

*Web Developer/Programmer*

Mr. Bird has several years with multiple web languages and technologies including PHP, jQuery, Javascript, HTML, and MySQL. He has experience working in both Windows and Linux server environments. In addition to web development, he also has some experience developing native Android applications.



# DESIGN APPROACH/ WORKFLOW

PMC is very client-focused. There is no doubt that we will be able to meet and exceed your expectations related to the quality of our work, our responsiveness to your requests, and our ability to meet your deadlines and budgetary requirements. PMC has established processes and a defined structure so that we can consistently meet our clients' needs by producing work we are proud of, within budget, and by the deadline. PMC proposes the following methodology/practices for successful completion of print projects:



- 1) CDD Project Manager and PMC Project Manager schedule initial project kickoff/ setup meeting.



- 2) Project kickoff meeting occurs with CDD staff and the assigned PMC Graphic Designer. Project details are discussed, including budget, timeline, status meeting schedule, brand specifications, design input, mandatory graphic elements, and key staff involved in the review process.



- 3) PMC will develop a production schedule including key dates for PMC and CDD to adhere to for the most efficient use of time and budget. This schedule will be forwarded to CDD's project contact/team and all PMC staff working on the project.



- 4) At this stage PMC would proceed with project development and the overall look and feel. PMC will present 2–3 initial concepts to CDD and await feedback from the review staff.



- 5) After concept review, CDD will choose one design and provide feedback on favorable and unfavorable elements of the project design. PMC will then revise the design as the template for the Transit Guide.



- 6) PMC will populate the template with all the necessary information and provide the first proof to CDD.



- 7) CDD will review the proofs and provide additional feedback.



- 8) PMC will provide 3 rounds of revisions (more revisions can be added if requested or necessary).



- 9) Once approved, PMC will prepare the files for print.



- 10) PMC will conclude the project by preparing a CD containing the brand in various file formats for print and web.

# CONCLUSION

PMC would be thrilled to produce professionally designed materials for the City of Alameda. PMC's Creative Services staff will work closely with the City staff to create a logo that is visually captivating in the most time- and cost-effective manner possible. The PMC design team is very willing to do what it takes to get the job done to ensure total client satisfaction.

## SUBMITTED TO:

NANETTE MOCANU  
DIVISION MANAGER  
CITY OF ALAMEDA  
ECONOMIC DEVELOPMENT DEPARTMENT  
2263 SANTA CLARA AVE., ROOM 120  
ALAMEDA, CALIFORNIA 94501-4477

## SUBMITTED BY:

PMC  
LOUIS LILLEGARD  
SENIOR DESIGNER  
500 12TH STREET, SUITE 240  
OAKLAND, CALIFORNIA 94607  
PHONE: 1-866-828-6762 EXT. 10221  
FAX: (510) 268-9207

(866) 828-6PMC  
[WWW.PMCWORLD.COM](http://WWW.PMCWORLD.COM)

*aw*



### THIRD AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 28<sup>th</sup> day of July 2015, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and **Michael Baker International, Inc.**, a California corporation, whose address is 2729 Prospect Park Drive, Suite 220, Rancho Cordova, CA 95670 (hereinafter referred to as "Consultant"), is made with reference to the following:

#### RECITALS:

A. City was party to a Consultant Agreement dated March 26, 2012, with Pacific Municipal Consultants, a California corporation ("PMC") (hereinafter "Agreement").

B. On March 4, 2013, an amendment to agreement was entered into by and between City and Consultant.

C. On October 7, 2014, a second amendment to agreement was entered into by and between City and Consultant.

D. PMC notified the City that its outstanding stock was acquired and now PMC operates as Michael Baker International, Inc.

E. The City is willing to accept this assignment and enter into this Amendment with Consultant.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

1. Paragraph 17 ("Notices") of the Agreement is modified to read as follows:

"All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Consultant to City shall be addressed to City at:

City of Alameda  
2263 Santa Clara Avenue, Room 120  
Alameda, CA 94501  
Attention: Debbie Potter

*pu*

All notices, demands, requests, or approvals from City to Consultant shall be addressed to Consultant at:

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

2. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

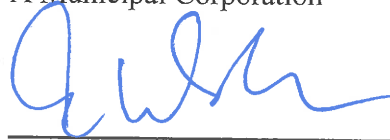
IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

Michael Baker International, Inc.



By: Philip O. Carter  
Title: Vice President

CITY OF ALAMEDA  
A Municipal Corporation



Elizabeth D. Warmerdam  
Interim City Manager



By: Jennifer LeBoeuf  
Title: Assistant Secretary

RECOMMENDED FOR APPROVAL:



Debbie Potter  
Community Development Director

APPROVED AS TO FORM:



Janet C. Kern  
City Attorney

