

GARDEN GROVE CIVIC CENTER CEQA COMPLIANCE PROPOSAL – MICHAEL BAKER INTERNATIONAL



REVISED MARCH 10, 2023



SUBMITTED TO:



SUBMITTED BY:

Michael Baker
INTERNATIONAL

I. LETTER OF INTEREST

March 10, 2023

Chris Chung

City of Garden Grove
Community and Economic Development Department
11222 Acacia Parkway
Garden Grove, CA 92840

Subject: Revised Garden Grove Civic Center CEQA Compliance Proposal—Michael Baker International

Dear Mr. Chung:

Michael Baker International (Michael Baker) has been helping our municipal clients deliver capital projects of critical importance to their communities for over 80 years. We fully understand the urgency for the City to successfully implement this project as a means to effectively provide public safety services and other public amenities over the long term. ***We possess an extensive resume of environmental documents prepared for police facilities, fire stations, and other community facilities that will assist the City with an expedited, while defensible, environmental review under the California Environmental Quality Act (CEQA).***

Our team is well suited to provide environmental clearance for the proposed project, given our extensive experience with both service facilities (i.e., police and fire stations), as well as community/park facilities. ***Our multi-disciplinary in-house capabilities allow us to provide these services without any subconsultants, providing enhanced efficiency, coordination, and communications to the City.*** Additional details regarding our key staff resumes and relevant experience are included within this proposal.

Based on the information provided by the City and our understanding of the project, we have outlined a work program to directly respond to the City's needs. We are available to begin the work program immediately. Please do not hesitate to contact me at 949.855.5747 or kbogue@mbakerintl.com should you have any questions or need clarification. We look forward to being of service to the City of Garden Grove.

Regards,



Kristen Bogue
Senior Associate/Project Manager



Richard Beck
Vice President

II. Firm Qualifications

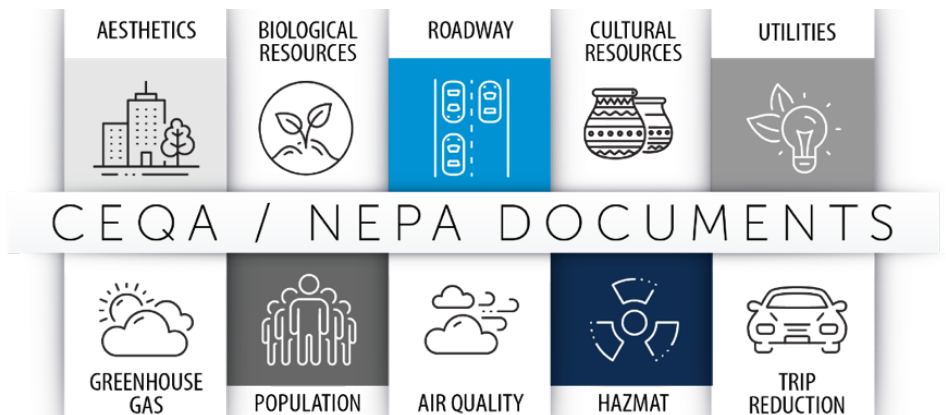
Michael Baker has a proven approach based on decades of experience providing highly sound and legally defensible environmental documentation, on schedule and within budget.

Founded in 1940 and celebrating over 80 years of supporting our local communities, Michael Baker is a leader in environmental, planning, engineering, architecture, consulting, and technical/professional services with a local focus and global expertise. Michael Baker has a staff of more than 3,500 professionals with in-house expertise in disciplines that include Environmental Analysis, Planning, GIS Services, Surveying, Aerial Photogrammetry, Mapping, Real Estate Assessments, Transportation/Traffic Engineering, Civil Engineering (including Grading, Public Works, Water/Wastewater, Hydrology), Mechanical/Electrical/Energy Services, CADD, and Media Services.

ENVIRONMENTAL SERVICES

As a leader in the environmental consulting field, Michael Baker offers an extensive array of services associated with environmental compliance and documentation. Michael Baker provides evaluation for the full range of environmental effects for all types of projects, including CEQA and NEPA documentation, land use, air quality and health risk assessments, greenhouse gas analyses, noise studies, regulatory agency permitting, biological resources, cultural resources, hazardous materials and waste, visual assessments, shade/shadow studies, photosimulations, photometric analysis, traffic studies, hydrology/water quality assessments, farmlands, community/socioeconomic analyses, biological mitigation/monitoring, and other technical areas. Our environmental compliance managers have a broad resume of project experience in urban communities and have worked on numerous complex projects requiring technical expertise, creative solutions, and development of effective and workable mitigation. We can confidently say that our environmental expertise makes us primed to assist with this critically important project for the City.

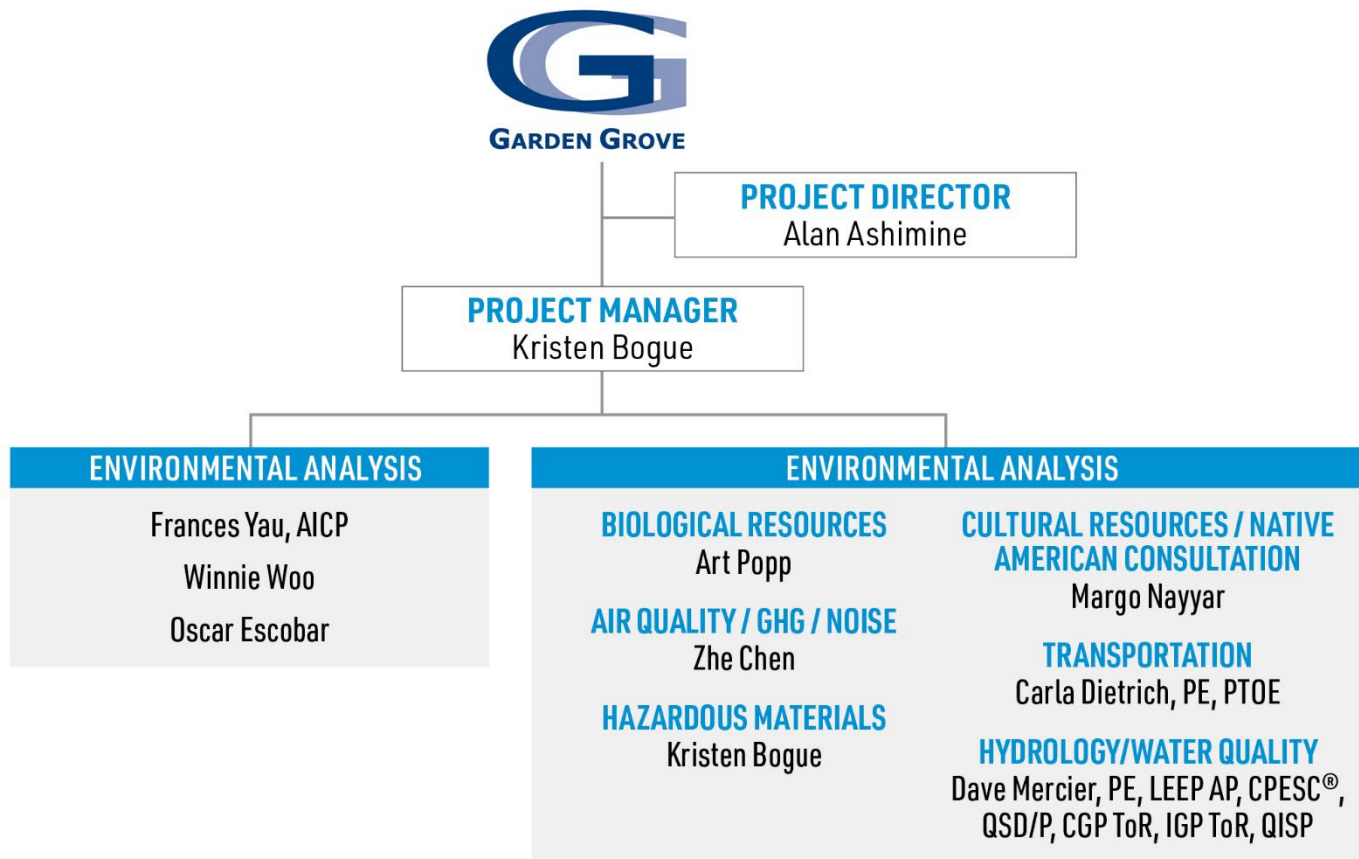
83 YEARS IN BUSINESS
FORM OF ORGANIZATION
 Pennsylvania Corporation
NUMBER OF OFFICES
100+
NUMBER OF EMPLOYEES
3,450 Companywide
SERVICE OFFICE ADDRESS
 5 Hutton Centre Drive, Suite 500
 Santa Ana, CA 92707
 Phone: 949-472-3505
PROJECT MANAGER
CONTACT INFORMATION
 Kristen Bogue, Senior Associate
 Environmental Sciences
 Department
 Phone: 949-855-5747
 Email: kbogue@mbakerintl.com



III. Key Team Personnel

The benefit of the Michael Baker Team is our team’s deep bench of experience and resources that allow us to successfully deliver high quality documents.

Our Team, led by Ms. Kristen Bogue (Project Manager) and Mr. Alan Ashimine (Project Director), is comprised of professionals with expertise in preparing technical studies and environmental analysis for CEQA compliance projects. Ms. Bogue will be the primary contact for day-to-day project management. In addition, Mr. Alan Ashimine, is available for overall quality assurance/quality control. The following is an organizational chart identifying each key professional and their responsibilities. Resumes for key team members are presented on the following pages.



MICHAEL BAKER INTERNATIONAL KEY STAFF



ALAN ASHIMINE | PROJECT DIRECTOR

Years of Experience: 23

Mr. Ashimine will serve as Project Director and will serve as overall quality assurance/quality control. Mr. Ashimine uses his experience to substantiate conclusions within the document based on the results of complex technical documentation.

Mr. Ashimine manages the Environmental Sciences Department in Michael Baker's Santa Ana office. Mr. Ashimine's primary responsibilities include oversight of the department's daily operations, management of projects, staff mentoring and instruction, and scheduling and business development. He has extensive experience in the research, analysis, and writing of environmental documentation for a variety of projects involving civic/institutional, infrastructure, redevelopment, residential, and industrial uses. Mr. Ashimine uses his experience to manage and author environmental documentation, often incorporating the results of complex technical documentation to substantiate conclusions within the document. Mr. Ashimine has also successfully prepared environmental documentation for a range of highly controversial projects subject to scrutiny by the general public, environmental organizations, and public agencies.

Relevant Project Experience

- East Division Police Substation Initial Study/Environmental Assessment, Project Manager
- Platinum Triangle Fire Station No. 12 Addendum, Project Director
- Bay Bridge Pump Station and Force Mains EIR, Project Director



KRISTEN BOGUE | PROJECT MANAGER

Years of Experience: 18

Ms. Bogue will serve as Project Manager. She will be assigned project management of awarded CEQA document task orders. She will be responsible for the day-to-day management and supervision of the work program and will be the direct point of contact to the City. Ms. Bogue will be responsible for consulting with and coordinating the project Team to ensure a thorough analysis that complies with CEQA.

Kristen is a recognized leader in CEQA and NEPA studies. She has successfully prepared environmental documentation for a range of highly controversial projects subject to scrutiny by the general public, environmental organizations, and public agencies. Using her broad background and understanding of environmental constraints, she provides detailed, legally sound CEQA/NEPA compliance review and environmental documentation. Kristen also serves as the technical lead for Visual Analysis and Hazardous Materials services at Michael Baker, with a specialty in visual impact assessments, shade/shadow studies, photometrics, as well as Phase I Environmental Site Assessments.

Relevant Project Experience

- Mammoth Lakes Police Station Initial Study/Mitigated Negative Declaration, Environmental Analyst
- Mammoth Creek Park West New Community Multi-Use Facilities EIR, Project Coordinator
- Platinum Triangle Fire Station No. 12 Addendum, Environmental Specialist
- Manhattan Beach Scout House Project, Project Manager
- Bay Bridge Pump Station and Force Mains EIR, Project Manager

Additional Key Staff

As Michael Baker’s Technical Task Managers, the following specialists will manage technical analysis requests, verifying the necessary scope of work with City staff and ensuring consistency with project description assumptions, CEQA adequacy, and methodology assumptions.

Task Lead Name	Years’ Experience	Emphasis	Project Experience
Zhe Chen	6	Air Quality Assessment Health Risk Assessment Greenhouse Gas Assessment Energy Analysis Noise Studies	<ul style="list-style-type: none"> Bay Bridge Pump Station Project, Environmental Analyst 205 East Valley Boulevard Project IS/MND, Environmental Specialist Cal Water Well and Water Treatment Plant Project IS/MND, Environmental Specialist
Carla Dietrich, PE, PTOE	23	VMT Analysis Queuing Analysis Level of Service Analysis	<ul style="list-style-type: none"> Palos Verdes Drive West Corridor Feasibility Study, Traffic Engineer Pacific Coast Highway Median Channelization, Traffic Engineer
Art Popp	27	Biologist	<ul style="list-style-type: none"> Pio Pico Library Pocket Park & Underground Parking Structure Project, Los Angeles, CA Beri Hillside Estates, Fullerton, CA
Margo Nayyar	12	Cultural/Historical Resources Assessment	<ul style="list-style-type: none"> City of Newport Beach, Lido Fire Station Replacement IS/MND, Task Manager University of California Irvine, UCI - Center for Child Health Cultural Resources Study, Task Manager
Dave Mercier	20	Hydrology/Water Quality	<ul style="list-style-type: none"> Santa Ana River Trail 1, Task Lead Lennar College Park SWPPPs, Task Lead Storm Water Management and Environmental Engineering Services at California State Parks, Contract Manager
Frances Yau	9	CEQA / NEPA Generalist	<ul style="list-style-type: none"> Platinum Triangle Fire Station No. 12 Addendum Mammoth Creek Park West New Community Multi-Use Facilities EIR
Winnie Woo	2	CEQA / NEPA Generalist	<ul style="list-style-type: none"> Victoria Boulevard Apartments EIR, Environmental Analyst. Platinum Triangle Fire Station No. 12 Addendum
Oscar Escobar	1	CEQA / NEPA Generalist	<ul style="list-style-type: none"> Victoria Boulevard Apartments EIR, Environmental Analyst Bay Bridge Pump Station Project, Environmental Analyst

IV. Detailed Work Plan

Based on our discussions with City staff, we understand the City is proposing to relocate the police station, relocate an existing park facility, and construct a new parking structure. Based on this information and the anticipated entitlements, Michael Baker's in-house technical team will conduct preliminary environmental investigation through preparation of an Initial Study in order to determine the appropriate CEQA documentation for the project. As such, our scope of work outlines this approach. We are open to refining our scope and approach based on feedback from the City and are providing this preliminary proposal with a menu of options (exemption/negative declaration/mitigated negative declaration, or an environmental impact report) to maximize flexibility in regards to schedule and cost.

Task 1. Project Coordination and Management:

Ms. Kristen Bogue will serve as Project Manager and will be responsible for implementation of all key Project Management tasks identified in this scope of work, overall management and supervision of the Project Team, and ongoing consultation with City staff. Mr. Ashimine will provide overall quality assurance/quality control. Ms. Bogue will undertake consultation and coordination of the project, invoicing, and review the documentation per the CEQA requirements and guidelines and City of Garden Grove CEQA procedures. Ms. Bogue will coordinate with all technical staff, consultants, and support staff, toward the timely completion of the CEQA documentation. It is Michael Baker's goal to serve as an extension of the City staff throughout duration of the CEQA process.

Ms. Bogue will conduct the project Kick-Off Meeting, virtual, as well as other virtual bi-monthly project coordination meetings (determined by the City as necessary). Ms. Bogue will represent the Project Team at public hearings and make PowerPoint Presentations, as necessary. Should City staff determine that additional meetings beyond the following are necessary, services will be provided under a separate scope of work on a time and materials basis.

- One (1) Virtual Kick-Off Meeting;
- Virtual Preliminary Findings Meeting;
- Virtual Bi-weekly Conference Calls with City staff, as necessary; and
- Four (4) in-person or virtual public hearings, as necessary (refer to [Task 8.1](#)).

Task 2. Initial Study:

2.1 TECHNICAL STUDIES

2.1.1 Air Quality and Noise Modeling Preliminary Findings

Michael Baker will conduct a screening-level air emissions modeling using the California Emissions Estimator Model version 2022.1 (CalEEMod), and short-term and long-term noise and vibration calculations. The results will be compared to the South Coast Air Quality Management District's (SCAQMD) regional and localized thresholds, and the City's Noise Ordinance to determine the significance level.

2.1.2 VMT Screening Memorandum/LOS Analysis

Michael Baker's in-house transportation specialists will document the project description, trip generation analysis including estimated site trips, and Vehicle Miles Travelled (VMT) screening analysis in a Screening Memorandum for the proposed project. Screening criteria will be reviewed to determine if the project can be screened out from the requirement to prepare a detailed VMT analysis based on project location, size, and type. The *City of Garden Grove Traffic Impact Analysis Guidelines for Vehicle Miles Traveled and Level of Service Assessment* (May 2020 or latest version) will be utilized to conduct the analysis. Specifically, the following project screening criteria will be evaluated: Step 1: Transit Priority Area (TPA) Screening; Step 2: Low VMT Area Screening; and Step 3: Project Type Screening. A project-specific trip generation analysis will be conducted using trip rates from the *ITE Trip Generation Manual* (Institute of Transportation Engineers, 11th Edition) to determine the number of trips associated with the planned project. A preliminary review of the City guidelines indicates that the project will likely screen out as a result of the

Project Type Screening since the list of projects that can be presumed to have a less-than-significant VMT impact include local parks and community institutions. Therefore, based on the current understanding of the project, it is assumed that this project will likely screen out of a full VMT assessment and a VMT calculation is not anticipated. Michael Baker will document the screening analysis process, assumptions, and findings in a technical memorandum for City review. This scope of work includes a total of two rounds of electronic submittals (one draft and one final). In the event that the project does not screen out and a VMT calculation is required, Michael Baker will prepare a scope of work to conduct a full VMT assessment for an additional fee if requested by City staff.

Michael Baker will prepare a Level of Service Assessment scoping document to determine if a traffic operations analysis will be required including the appropriate study area affected by the project. The *City of Garden Grove Traffic Impact Analysis Guidelines for Vehicle Miles Traveled and Level of Service Assessment* (May 2020 or latest version) will be utilized to conduct the analysis. The scoping document will discuss the following items: 1) trip generation estimates for the daily, AM and PM peak hours; 2) distribution and assignment of project-related trips; 3) site access/on-site traffic circulation; 4) project study area; and 5) study scenarios. To supplement an existing use trip credit analysis, Michael Baker will hire a contractor to conduct AM peak period (7:00 to 9:00 AM) and PM peak period (4:00 to 6:00 PM) traffic counts at up to three (3) existing site access driveways. The scoping document will determine if a change in site trips will require the evaluation of site access driveways and/or an extended study area beyond the project frontage. One phase of project completion and up to two (2) trip distribution patterns are assumed. This scope of work includes a total of two rounds of electronic submittals (one draft and one final). Should the initial assessment determines that additional level of service analysis is required, this can be accommodated under either Optional Task outlined below.

2.1.2A Focused Level of Service Assessment (Optional Task)

If the project affects the estimated number of site trips in the immediate area of the site along the project frontage at the site driveways, Michael Baker will prepare a focused traffic study to evaluate traffic operations and the need for improvements based on Existing Year and Opening Year With Project AM Peak Hour and PM Peak Hour conditions. Information developed in the Level of Service Assessment Scoping Memorandum will be utilized in this analysis. This evaluation assumes the traffic operations analysis of up to four (4) site driveways. Analysis tools will include Synchro, HCS, and/or Sidra. It is assumed that a future year growth rate and a list of planned/approved projects will be provided by City staff. This scope of work includes a total of two rounds of electronic submittals (one draft and one final). If a full Level of Service Assessment is needed, the analysis will be documented in one combined report.

2.1.2B Full Level of Service Assessment (Optional Task)

If the project affects off-site intersections in the area, Michael Baker will supplement the Focused Level of Service Assessment with a Full Level of Service Assessment. This optional task assumes the evaluation of up to six (6) off-site study intersections under Existing Year and Opening Year AM Peak Hour and PM Peak Hour conditions (Without and With Project scenarios). Analysis tools will include Synchro, HCS, and/or Sidra. Information developed in the Level of Service Assessment Scoping Memorandum and under the Focused Level of Service Assessment will be utilized in this analysis.

2.1.3 Biological Resources Assessment

Michael Baker will conduct a database search of the California Department of Fish and Wildlife's California Natural Diversity Database, the California Native Plant Society's Inventory of Rare and Endangered Plants of California, and the U.S. Fish and Wildlife Service's Information for Planning and Consultation project planning tool and Critical Habitat online mapper to identify any special-status biological resources known to occur within the vicinity of the project site. Michael Baker will also review historic/current aerial photographs and topographic maps to assess existing site conditions and any ecological changes that have occurred within the project sites. Following the literature review, Michael Baker will conduct a field survey of the project site to confirm baseline biological conditions. Notes will be taken on all plant and wildlife species observed on-site during the field survey. In addition, the location of any special-status plant and wildlife species and special-status vegetation communities will be mapped, if present on-site. Michael Baker will then prepare a biological memo report summarizing the information and results obtained during the literature review

and field survey; document all plant, wildlife, and vegetation communities observed; and determine the potential for any special-status species to occur on or within the vicinity of the project site. Site photographs taken during the field survey and Geographic Information Systems (GIS) figures will be included in the report to further enhance written text and visually identify specific biological information as it relates to the project site. In addition, the report will analyze potential project-related impacts to biological resources, and identify any additional biological surveys, mitigation measures, and/or regulatory approvals that may be required in order to ensure the analysis of biological resources is compliant with current standards under the California Environmental Quality Act.

2.1.4 Cultural Resources Identification Memorandum

As part of the cultural resources identification study, Michael Baker International will complete a cultural resources records search of the project site with a 0.5-mile search radius at the South Central Coastal Information Center, literature, historic map and aerial photo review, local historical society consultation with one organization, Native American Heritage Commission sacred lands file search, an archaeological and architectural survey, and an archaeological sensitivity analysis of the project site. The existing civic center was developed over 50 years ago and includes the library, police station, senior center, additional buildings, landscaping, and public art. Since the project proposes to demolish the police center and landscaping, and alter the setting of other civic center buildings, we will evaluate the civic center area for inclusion in the California Register of Historical Resources as a historic district. Additionally, we will conduct an evaluation of the police station to determine its individual significance. The resources will be recorded and evaluated on the appropriate California Department of Parks and Recreation (DPR) 523 series forms. The intent of the above-mentioned cultural resources identification efforts is to determine if there are historical resources, as defined in Section 15064.5(a) of the California Environmental Quality Act, within the project site.

2.1.5 AB 52 and SB 18 Assistance

Michael Baker will assist the City with meeting Native American consultation requirements pursuant to Assembly Bill (AB) 52 and Senate Bill (SB) 18. In coordination with the City, we will draft and send consultation letters to tribes that have requested AB52 notification; attend consultation meetings as requested up to 16 hours for a senior archaeologist, and maintain the consultation log using letters, emails, and phone conversation summaries. The consultation log will be included as an appendix to the environmental document. Because consultation is required to be government-to-government, pursuant to State law, we assume the City will provide letterhead for the letters and be involved in consultation meetings and coordination. Additionally, we will assist the City with meeting Native American consultation requirements pursuant to SB 18. Michael Baker will request a Sacred Lands File search and Tribal contact list from the Native American Heritage Commission (NAHC), and will draft and send the SB 18 consultation letters to the tribes identified by the NAHC, and maintain the consultation log. As above, we assume the City will provide letterhead for the letters and be involved in consultation meetings and coordination. We assume 16 hours for a senior archaeologist to attend consultation meetings. It is acknowledged that AB 52 and SB 18 tribal contacts are often different.

2.1.6 Hydrology/WQMP

Michael Baker will coordinate and deliver a Preliminary Water Quality Management Plan (WQMP). The WQMP will comply with the requirements of Orange County, the Regional Water Quality Control Board (RWQCB), and the City of Garden Grove. The WQMP will include Pollutants of concern a discussion of hydrologic conditions of concern, best management practices, operation and maintenance of BMPs, and a discussion on funding. As part of the WQMP, a hydrologic analysis will be conducted to inform outfalls, run-off/on, and stormwater interfacing with industrial, construction, and MS4 Permit related pollutant sources. The hydrologic analysis will be informed by a site visit. A map of the area featuring the outfalls, areas of concern, and MS4 inlets will be created.

2.2 ADMINISTRATIVE DRAFT INITIAL STUDY

The Initial Study will include detailed explanations of all checklist determinations and discussions of potential environmental impacts. The analysis will be prepared in accordance with Public Resources Code Section 21080(c) and CEQA Guidelines Section 15070. The Initial Study will be structured in the same format as CEQA Guidelines Appendix

G and will describe the project's location, environmental setting, and characteristics. The Initial Study's main body will consist of a City-approved environmental checklist and an accompanying environmental analysis. The project will be analyzed for its potential to create significant environmental impacts in the areas specified on the City's approved environmental checklist. The Initial Study will also include mandatory findings of significance, long-term versus short-term goals, cumulative impacts, and direct and indirect impacts upon human beings. Based upon the Environmental Checklist/Environmental Analysis, the determination page will denote the appropriate CEQA action (Negative Declaration or Mitigated Negative Declaration). This scope of work assumes that all Tasks 2.1.1 through 2.1.5 will be incorporated into the Initial Study. This scope of work also assumes that the following technical information, if available, will be provided by the City and incorporated into the CEQA documentation, and are excluded from this scope of work:

- Geotechnical Investigation and/or Soils Report;
- Hazardous Materials Documentation (including Phase 1 and Phase 2 Assessments); and
- Information related to proposed utility connection improvements (e.g., undergrounding overhead poles and proposed sewer/water connection locations).

Task 3. Preparation of Exemption, Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report, (either task 3A or 3B):

Task 3A – CEQA CLEARANCE OPTION 1: CE/ND/MND

3A.1 Finalize CE/ND/MND

Michael Baker will respond to one complete consolidated set of comments from City staff on the Administrative Draft Initial Study. Michael Baker will provide a "Second Administrative" Draft in Track Changes to assist with review of the document. Michael Baker will respond to a second complete consolidated set of comments from the City on the Second Administrative Draft Document. Michael Baker will provide a "Proof Check" Draft in track changes to assist with final check of the document. Michael Baker will finalize the Draft Document (either a Negative Declaration or Mitigated Negative Declaration) or an Exemption Report.

Task 3B – CEQA CLEARANCE OPTION 2: ENVIRONMENTAL IMPACT REPORT

Should the environmental analysis described in Tasks 2.1 and 2.2 determine that impacts would be potentially significant, Michael Baker will prepare an Environmental Impact Report (EIR), in accordance with the CEQA Guidelines. As part of the EIR process, Michael Baker staff will prepare an Initial Study/Notice of Preparation (NOP) and a Draft EIR. The following outlines our scope of work for preparation of an EIR.

3B.1 Notice of Preparation

Michael Baker will finalize the Initial Study for public review. Michael Baker will prepare required CEQA notice (i.e., Notice of Preparation [NOP]) for City review. The NOP will be attached to the Initial Study to fully explain the proposed project and its effects. The Initial Study/NOP would be subject to a mandatory 30-day public review period. A public scoping meeting, which can also involve Federal, State, or other local agencies, will be scheduled during the Initial Study/NOP public review period, in order for the community to gain an understanding of the proposed project and provide comments on environmental concerns. The Scoping Meeting will orient the community on the CEQA review process, and will be presented in a manner that which the community can gain a greater understanding of the proposal, intent of CEQA, and the key issue areas to be addressed in the EIR. Michael Baker will provide a PowerPoint Presentation, handouts, and presentation-size graphics to supplement the discussion, as needed. Following the presentation, the meeting will be devoted to public participation, questions, and comments. Comment forms will be

provided for this purpose, and the written comments, along with oral comments, will become a part of the administrative record. This task assumes attendance of one (1) NOP scoping meeting.

3B.2 Administrative Draft EIR

Michael Baker will evaluate the necessary information with respect to existing conditions, the potential adverse project effects (both individual and cumulative), and measures to mitigate such effects. Environmental issues raised during the scoping process (NOP responses, Public Scoping Meeting, and any other relevant and valid informative sources) will also be evaluated. The analyses will be based upon all available data, results from additional research, and an assessment of existing technical data. This scope of work assumes that all Tasks 2.1 and 2.2, including assumptions, will be incorporated into the EIR. The EIR's Environmental Analysis section will thoroughly discuss the existing baseline conditions for each environmental issue area and will identify the project's short-term construction-related impacts and long-term operational impacts, and their level of significance. This scope of work assumes the following topic areas will be included in the EIR environmental analysis:

- Air Quality;
- Noise;
- Energy;
- Land Use;
- Hazards and Hazardous Materials;
- Utilities and Service Systems.
- Greenhouse Gas Emissions;
- Tribal and Cultural Resources;
- Transportation;
- Hydrology/Water Quality; and
- Biological Resources.

This scope of work assumes that the initial Study will screen out all other CEQA environmental topics. A brief discussion will be provided for all environmental issues determined to be No Impact or Less Than Significant Impact in the Initial Study, explaining why these determinations were made and that no further analysis in the EIR is warranted. Michael Baker will provide additional sections in the EIR to meet CEQA and City requirements including the following:

- Executive Summary;
- Introduction/Project Description;
- Cumulative Impacts;
- Thresholds of Significance;
- Other CEQA Considerations, which includes a discussion of significant irreversible environmental changes that would be involved in the proposed project should it be implemented;
- Alternatives to the Proposed Project;
- Effects Found Not To Be Significant; and
- Organizations and Persons Consulted/Bibliography.

3B.3 "Proof Check" Draft EIR

Michael Baker will respond to one complete consolidated set of comments from the City on the Administrative Draft EIR. Michael Baker will provide a "Proof Check" Draft in track changes to assist with final check of the document.

3B.4 EIR CEQA Notices

Michael Baker will prepare for City staff review and distribute applicable CEQA Notices, as outlined below. The Public Notices will be distributed via FedEx and/or certified mail to anticipated responsible, trustee, and interested agencies, community groups, and individuals, as well as electronically to the State Clearinghouse. All distribution will be based upon a City-provided distribution list. This scope assumes that City staff will be responsible for any required radius mailing or newspaper notices.

- Notice of Completion (NOC) - Michael Baker will prepare the NOC for submittal to the State Clearinghouse at the onset of the 45-day Draft EIR public review period. The NOC will follow the State Clearinghouse recommended format.

- Notice of Availability (NOA) - Michael Baker will prepare the NOA for distribution along with the Draft EIR at the onset of the 45-day public review period. The NOA will include required project information including a brief Project Description, the start/end dates of the public review period, locations where the EIR is available for review, and City staff contact information.

Task 4. Circulation of Environmental Documents/Determination:

4.1 Public Review Draft Document

Michael Baker will prepare the CEQA Document for public review. This task assumes that no substantive changes will be requested, as this review focuses on minor comments/clarifications. Michael Baker will prepare required CEQA notices for City review. These will be attached to the Public Review Draft Document to explain the proposed project and its effects, as well as the availability of the document for public review and comment. The Public Review Draft Document would be subject to a mandatory public review period. Should the project qualify for an exemption, the Exemption Report along with a Notice of Exemption will be finalized and provided to City staff for review. It is acknowledged that a NOE is not subject to a public review period.

Task 5. Response to Comments and Final Environmental Determination:

5.1 Responses to Comments

Michael Baker will qualitatively respond to all written comments received from agencies, organizations, and interested persons on the Public Review Draft Document during the public review period. This would include, but not be limited to special interest groups and/or law firms representing commenting parties. Michael Baker will prepare thorough, reasoned, and sensitive responses to significant environmental points raised in the review and consultation process. This task includes written responses to both written and oral comments received on the Public Review Draft Document (includes review of City-provided hearing transcripts, if applicable). It is noted that it is unknown at this time the extent of public and agency comments that will result from the review process. This scope assumes 20 comment letters two to three pages in length, and up to three comment letters of extensive detail (more than 20 pages in length). Comments in excess of these assumptions will be considered outside of this scope of work and cost estimate. We will work closely with City staff in drafting responses and revising the Draft Document. This scope assumes no new technical analyses or field work are required to respond to comments. Should the level of comments and response exceed our estimate, Michael Baker will submit additional funding requests to the City in order to complete the responses. The scope of work does not assume supplemental technical studies or extensive additional analysis will be required to provide responses to comments. The CEQA Document will be revised in accordance with the responses to public comments on the Public Review Draft Document. To facilitate City review, Michael Baker will format the Final Document with “underlining” for any new/modified text and “strike out” for any text deleted from the Public Review Draft Document. The Final Document revisions will be presented in summary form in an errata to the Public Review Draft Document.

Task 6. Mitigation Monitoring and Reporting Program (MMRP) (as required):

6.1 Mitigation Monitoring and Reporting Program

To comply with the Public Resources Code Section 21081.6 (AB 32180), Michael Baker will prepare a Mitigation Monitoring and Reporting Program (MMRP) to be defined through working with City staff to identify appropriate monitoring steps/procedures and in order to provide a basis for monitoring such measures during and upon project implementation. The MMRP Checklist will serve as the foundation of the proposed project’s MMRP. The Checklist indicates the mitigation measure number as outlined in the EIR, a list of Mitigation Measures (in order under the appropriate topic), the Monitoring Milestone (at what agency/department responsible for verifying implementation of the measure), Method of Verification (documentation, field checks, etc.), and a verification section for the initials of the verifying individual date of verification, and pertinent remarks.

Task 7. Final EIR (as required):

7.1 Administrative Draft Final Document

The final document will include a purpose subsection, reference the review process, comment letters received, responses to comments, any required edits/updates to the Public Review Draft Document, and the Mitigation Monitoring and Reporting Program. Michael Baker will respond to one set of comments from the City on the Administrative Draft Final EIR to prepare a “Proof Check” Review Draft Final EIR. Michael Baker will provide the “Proof Check” Draft Final EIR in track changes to assist with final check of the document.

7.2 Publication of Final Document

Michael Baker will respond to one complete consolidated set of comments from the City on the “Proof Check” Final Document. This task assumes that no substantive changes will be requested, as this review focuses on minor comments/clarifications. Michael Baker will provide City staff with a Final Document for publication on the City’s website.

7.3 Findings and Statement of Overriding Considerations

Michael Baker will provide administrative assistance to facilitate the CEQA process including the preparation of the Notice of Determination, Statement of Overriding Considerations and Findings for the City’s use in the project review process. Michael Baker will prepare the Findings in accordance with the CEQA Guidelines Sections 15091 and 15093 and in a form specified by City staff. Michael Baker will submit the Administrative Draft Findings and Statement of Overriding Considerations for City review and will respond to one set of City comments to prepare a “Proof Check” Draft of the Findings and Statement of Overriding Considerations for review. The “Proof Check” Draft will be provided in track changes to assist with final check of the document.

Task 8. Public Hearings:

8.1 Public Hearings

Ms. Bogue will represent the Project Team up to four (4) in-person or virtual public hearings and make PowerPoint Presentations, as necessary. Should City staff determine that additional meetings beyond the following are necessary, services will be provided under a separate scope of work on a time and materials basis.

Task 9. Notice of Determination:

9.1 NOD Filing

Michael Baker will prepare and file the Notice of Determination (NOD) with the County Clerk and the State Clearinghouse within five (5) days after deciding to carry out or approve the project. This scope excludes applicable California Department of Fish and Wildlife (CDFW) filing fees.

Deliverables

This scope of work assumes that all Administrative Drafts, the Notice of Determination, and the Statement of Overriding Considerations will be provided electronically in MS Word and PDF file format. Mailings for up to 35 copies of the Notice of Preparation and Notice of Availability/Notice of Intent to Adopt will be provided. Up to 3 hard copies of the Public Review Drafts (i.e., Initial Study, Draft EIR, and Final Document) will be provided. One hard copy of the Technical Appendices will be provided. Last, Michael Baker will assist City staff with uploading materials to the State Clearinghouse via CEQASubmit, including preparation of the State Clearinghouse Summary Form and Notice of Completion.

V. Schedule

A date-specific schedule will be provided shortly after the Kick-Off Meeting. The schedule considers on-going coordination and meetings with the project team through the duration of the project.

INITIAL STUDY/TECHNICAL STUDIES

Project Kick-Off Meeting	Month 1
MBI provides City data needs/Construction Questionnaire	Month 1
Research and Investigation Initiated	Month 1
Technical Studies	Month 2
Preliminary Findings Meeting	Month 2
Administrative Draft Initial Study	Months 1-3

3A. CEQA CLEARANCE OPTION 1: CE/ND/MND

Screencheck Draft Initial Study	Months 1-3
“Proof Check” Draft Initial Study/Mitigated or Negative Declaration	Months 3-4
Publication for 30-Day NOP Public Review+	Months 4-5
Final Initial Study/Mitigated Negative Declaration	Months 4-5
Completion of the Final IS/MND	Month 6

3B. CEQA CLEARANCE OPTION 2: ENVIRONMENTAL IMPACT REPORT

Screencheck Draft Initial Study	Month 2
“Proof Check” Draft Initial Study	Month 2
Publication for 30-Day NOP Public Review/NOP/Scoping Meeting	Months 2-3
Administrative Draft EIR	Months 2-4
Preliminary Draft EIR	Month 5
Complete, Publish, and Circulate Draft EIR	Months 5-6
Publication for 45-Day Draft EIR Public Review Period	Months 6 - 7
Administrative Final EIR	Month 8
“Proof Check” Draft Final EIR	Month 9
Publish Final EIR	Month 9

Notes/Assumptions:

- This schedule is contingent upon Michael Baker receiving data needs (e.g., project information/plans, construction assumptions, etc.) in a timely manner from the City or the City’s consultants/contractors.
- This schedule assumes that City staff will provide one consolidated set of comments on Administrative Draft submittals. In other words, comments from various City departments, legal counsel, and City management will be combined and reviewed to eliminate redundant and/or conflicting comments.
- This schedule is based upon expedited timelines for City/legal reviews to meet the aggressive schedule for the project.
- This schedule is subject to refinement based on additional discussions with City Staff and information provided at the kick-off meeting.

VI. Cost Estimate

TASK	Alan Ashimine \$295	Kristen Bogue \$230	Frances Yau \$165	Winnie Woo \$115	Eddie Torres \$300	Zhe Chen \$165	Carla Dietrich \$215	Margo Nayyar \$250	Dave Mercier \$300	Art Popp \$225	Graphics Formatting \$140	MB Total Hours	Total Cost	
1.0. PROJECT COORDINATION AND MANAGEMENT														
1.0 Project Coordination and Management	31	96								2		129	\$31,675	
2.0. INITIAL STUDY														
2.1 Technical Studies														
2.1.1 Air Quality and Noise Modeling					2	49						51	\$8,685	
2.1.2 VMT Screening Memo/LOS Analysis							50					50	\$10,750	
2.1.3 Biological Resources Assessment				28						19		47	\$7,495	
2.1.4 Cultural Resources Identification Report									95			95	\$23,750	
2.1.5 AB 52 and SB 18 Assistance		4							35			39	\$9,670	
2.1.6 Hydrology/WQMP										49		49	\$14,700	
2.2 Administrative Draft Initial Study	8	26	24	95	16	98						12	279	\$45,875
TOTAL HOURS	39	126	24	123	18	147	50	130	49	21	12	739		
*Percent of Total Labor (Hours)	5.3%	17.1%	3.2%	16.6%	2.4%	19.9%	6.8%	17.6%	6.6%	2.8%	1.6%			
Subtotal Tasks 1 and 2 Costs	\$11,505	\$28,980	\$3,960	\$14,145	\$5,400	\$24,255	\$10,750	\$32,500	\$14,700	\$4,725	\$1,680		\$152,600	
3.0. PREPARATION OF EXEMPTION, NEGATIVE DECLARATION, MITIGATED NEGATIVE DECLARATION, OR ENVIRONMENTAL IMPACT REPORT (either Task 3A or 3B)														
3A: CEQA CLEARANCE OPTION 1: CE/ND/MND														
3A.1 Finalize CE/ND/MND	4	16	4	32	2	6						12	76	\$12,470
3A Deliverables														\$3,500
TOTAL HOURS	4	16	4	32	2	6	0	0	0	0	12	76		
*Percent of Total Labor (Hours)	5.3%	21.1%	5.3%	42.1%	2.6%	7.9%	0.0%	0.0%	0.0%	0.0%	15.8%			
Subtotal Task 3A: Option 1 Costs	\$1,180	\$3,680	\$660	\$3,680	\$600	\$990	\$0	\$0	\$0	\$0	\$1,680		\$15,970	
3B: CEQA CLEARANCE OPTION 2: ENVIRONMENTAL IMPACT REPORT														
3B.1 Notice of Preparation	2	8		16								8	34	\$5,390
3B.2 Administrative Draft EIR	8	38	48	128	32	96						12	362	\$60,860
3B.3 "Proof Check" Draft EIR	4	16	6	24		8						12	70	\$11,610
3B.4 EIR CEQA Notices		4		12									16	\$2,300
3B EIR Deliverables														\$6,000
TOTAL HOURS	14	66	54	180	32	104	0	0	0	0	32	482		
*Percent of Total Labor (Hours)	2.9%	13.7%	11.2%	37.3%	6.6%	21.6%	0.0%	0.0%	0.0%	0.0%	6.6%			
Subtotal Task 3B: Option 2 Costs	\$4,130	\$15,180	\$8,910	\$20,700	\$9,600	\$17,160	\$0	\$0	\$0	\$0	\$4,480		\$86,160	
4.0. CIRCULATION OF ENVIRONMENTAL DOCUMENTS/DETERMINATION														
4.1 Public Review Draft Document	1	6		14		2						6	29	\$4,455
5.0 RESPONSES TO COMMENTS AND FINAL ENVIRONMENTAL DETERMINATION														
5.1 Response to Comments	6	16		60		16						2	100	\$15,270
6.0 MMRP (as required)														
Program		1		6									7	\$920
7.0 FINAL EIR (as required)														
7.1 Administrative Draft Final Document		10		16								2	28	\$4,420
7.2 Publication of Final Document		2		2								2	6	\$970
7.3 Findings/Overriding Considerations	1	6		20									27	\$3,975
8.0 PUBLIC HEARINGS														
8.1 Public Hearings	8	24										4	36	\$8,440
9.0 NOTICE OF DETERMINATION														
9.1 NOD Filing		1		12									13	\$1,610
TOTAL HOURS	16	66	0	130	0	18	0	0	0	0	16	246		
*Percent of Total Labor (Hours)	6.5%	26.8%	0.0%	52.8%	0.0%	7.3%	0.0%	0.0%	0.0%	0.0%	6.5%			
Subtotal Tasks 4 through 9 Costs	\$4,720	\$15,180	\$0	\$14,950	\$0	\$2,970	\$0	\$0	\$0	\$0	\$2,240		\$40,060	
TOTAL COSTS - CEQA CLEARANCE OPTION 1 (CE/ND/MND) INCLUSIVE OF TASKS 1, 2, 3A, and 4 through 9													\$208,630	
TOTAL COSTS - CEQA CLEARANCE OPTION 2 (EIR) INCLUSIVE OF TASKS 1, 2, 3B, and 4 through 9													\$278,820	
10% Contingency													\$27,882	
OPTIONAL TASKS														
2.1.2A Focused Level of Service Assessment							52						52	\$11,180
2.1.2B Full Level of Service Assessment							89						89	\$19,135
2.1.2B ODC													0	\$3,000
10% Contingency													\$2,214	
TOTAL CONTRACT COST WITH OPTIONAL TASKS AND 10% CONTINGENCY													\$331,051	

Note: All work will be performed at a "Not to exceed" contract price, which will become the firm fixed price upon completion of negotiations with the Client. The total budget includes all miscellaneous costs for travel/mileage, reproduction, reimburseables, telephone, postal, delivery, reference materials and incidental expenses. Michael Baker will receive payment on a percentage basis by monthly billing. The Michael Baker project manager reserves the right to make adjustments to staff allocations as necessary within the overall budget.

VII. Project Experience

Michael Baker takes great pride in providing high quality documentation, on time, and on budget, which is proven by our long-standing client relationships.

Michael Baker has the qualifications, experience, and staff to provide quality environmental consulting services for civic projects, including police station and fire station facilities, as well as park/community use facilities projects. The following are recent examples of projects with similar scopes of work.



EAST DIVISION POLICE SUBSTATION | IS/EA

Michael Baker International assisted the City of Long Beach with preparation of CEQA and NEPA documentation for the East Division Police Substation within the City of Long Beach. The proposed project involved the transfer of the existing Schroeder Hall U.S. Army Reserve Center from the Department of the Army to the City of Long Beach under the Federal Base Realignment and Closure Act (BRAC). Upon completion of the property transfer, the City of Long Beach was to relocate its existing East Division Police Substation to the Schroeder Hall site. Michael Baker prepared an Initial Study/Mitigated Negative Declaration (IS/MND) under CEQA through the City of Long Beach. Michael Baker also processed an Environmental Assessment (EA) through the Department of the Army for NEPA compliance. Primary technical issues addressed in the IS/MND included historical resources (due to the age and characteristics of the Schroeder Hall facility), air quality, noise, and traffic.



MAMMOTH LAKES POLICE STATION | IS/MND

Michael Baker prepared the IS/MND for the Mammoth Lakes Police Station for the Town of Mammoth Lakes. The IS/MND consisted of the analysis of several different issue areas. Key issues addressed in the IS/MND include aesthetics, air quality, cultural resources, geology, hydrology, noise, traffic, and utilities. Mitigation measures for the Mammoth Lakes Police Station included an outdoor lighting plan, compliance with the Great Basin Unified Air Pollution Control District, soils report, compliance with the Regional Water Quality Control Board, drainage study, traffic monitoring program, and water supply assessment.



MAMMOTH CREEK PARK WEST NEW COMMUNITY MULTI-USE FACILITIES ENVIRONMENTAL IMPACT REPORT | EIR

Michael Baker International prepared an Initial Study and Environmental Impact Report (EIR) for the proposed Mammoth Creek Park West New Community Multi-Use Facilities. The project consists of constructing new community multi-use facilities at the project site, encompassing a maximum 100-foot by 200-foot ice rink (winter)/recreation/event area (RecZone) covered by an approximately 30,000 square-foot roof structure and additional storage and support space. In addition, the proposed project includes a 13,000 square-foot complementary community center, reconfiguration and improvements to an existing playground to add accessible interactive components, restroom improvements, and 107 additional surface parking spaces. Key environmental analyses included potential noise impacts from proposed recreational activities (including a partially enclosed ice rink) on nearby

residence, potential traffic hazards involving the proposed driveway location, and potential site disturbance of known cultural artifacts.



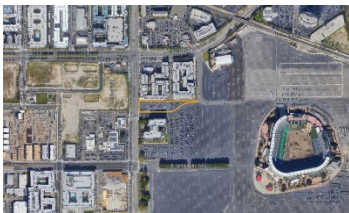
SCOUT HOUSE PROJECT | CLASS 32 CE

Michael Baker is currently assisting the City of Manhattan Beach in preparing a Class 32 Categorical Exemption (CE) Report for the Scout House Project. The project involves the demolition of the existing Scout House building and the construction of a new 8,323 square-foot community center. Key environmental issues included consideration of potential historical concerns with the existing Scout House structure as well as construction-related vibration concerns during construction (due to the proximity of off-site buildings).



MATER DEI HIGH SCHOOL PARKING STRUCTURE | EIR

Michael Baker International assisted the City of Santa Ana with preparation of an EIR for the Mater Dei High School Parking Structure Project. Mater Dei High School intends to construct a new, three-level parking structure adjacent to its existing campus. The EIR included preparation of a detailed traffic impact analysis to determine potential transportation impacts to adjacent uses, which consist primarily of single-family residential neighborhoods. Other primary issues to be analyzed within the EIR include air quality, greenhouse gases, and noise.



PLATINUM TRIANGLE FIRE STATION NO. 12 | ADDENDUM

Michael Baker International assisted the City of Anaheim with preparation of an Addendum to a Program EIR. The proposed project would construct a new Anaheim Fire and Rescue Station and would serve as a first response for emergency services within the Platinum Triangle Expansion area. The proposed fire station would house approximately eight firefighters and include eight dormitory rooms, kitchen, crew bathrooms, and an outdoor patio. Additionally, the new fire station would include three apparatus bays for emergency vehicles, a maintenance area that would include a diesel refueling site, and an emergency power generator that would be capable of carrying full load of all site/station circuits. Key issues addressed within the Addendum include noise, air quality, greenhouse gas emissions, and energy.



13861 BROOKHURST STREET SHOPPING CENTER EXPANSION PROJECT | IS/MND

Michael Baker International assisted the City of Garden Grove with preparation of an IS/MND. The project proposes expansion of the existing on-site shopping center to include approximately 17,600 square feet of new commercial and restaurant uses. One existing on-site structure (an automotive service store) would be demolished to accommodate the proposed uses. Associated parking and drainage improvements, utility connections, landscaping, lighting, and signage improvements would also occur. Key issues of concern included transportation, hazardous building materials; land use/compatibility with surrounding residential uses, and potential noise impacts.

VIII. References

REFERENCE 1

Ricia R. Hager
Director

Woodruff, Spradlin & Smart
555 Anton Boulevard, Suite 1200
Costa Mesa, CA 92626
rhager@wss-law.com
714.415.1024

Project Reference: Bay Bridge Pump Station and Force Mains EIR, Newport Beach, CA

Services: Michael Baker staff prepared an Environmental Impact Report and associated technical studies, including air quality, greenhouse gas emissions, energy, and noise analyses.

REFERENCE 2

Sandra Moberly, MPA, AICP
Community & Economic Development Director

Town of Mammoth Lakes
P.O. Box 1609
Mammoth Lakes, CA 93546
smoberly@townofmammothlakes.ca.gov
760.965.3633

Project Reference: Mammoth Lakes Police Station IS/MND, Mammoth Lakes, CA

Project Reference: Mammoth Creek Park West New Community Multi-Use Facilities Environmental Impact Report, Mammoth Lakes, CA

Services: Michael Baker staff prepared an Initial Study/Mitigated Negative Declaration and associated technical studies, including air quality, greenhouse gas emissions, energy, and noise analyses.

REFERENCE 3

Tim Cho
Construction Contracts Specialist

City of Anaheim
200. S Anaheim Boulevard, Suite 276
Anaheim, California 92805
tcho@anaheim.net
714.765.4937

Project Reference: Platinum Triangle Fire Station No. 12, Anaheim, CA

Services: Michael Baker staff prepared an Addendum to a Program EIR and associated technical studies, including hazardous materials, air quality, greenhouse gas emissions, energy, and noise analyses.

IX. Insurance



The following is proof of liability insurance pursuant to the City's sample Professional Services Agreement Attachment A.

		CERTIFICATE OF LIABILITY INSURANCE		DATE(MM/DD/YYYY) 08/16/2022
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.				
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).				
PRODUCER Aon Risk Services Central, Inc. Pittsburgh PA Office EQT Plaza ~ Suite 2700 625 Liberty Avenue Pittsburgh PA 15222-3110 USA		CONTACT NAME: PHONE (A.C. No. Ext): (866) 283-7122 FAX (A.C. No.): (800) 363-0105 E-MAIL ADDRESS:		
INSURED Michael Baker International, Inc. 100 Airside Drive Moon Township PA 15108 USA		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: American Guarantee & Liability Ins Co		26247
		INSURER B: Allied world surplus Lines Insurance Co		24319
		INSURER C: Zurich American Ins Co		16535
		INSURER D:		
		INSURER E:		
		INSURER F:		

Holder Identifier :

COVERAGES	CERTIFICATE NUMBER: 570094924119	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		
Limits shown are as requested		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			GL0419728101	08/30/2022	08/30/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 SIR/Deductible \$250,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP4197284-01	08/30/2022	08/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Deductible \$100,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			AUC053258204	08/30/2022	08/30/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below			WC419728201 AOS WC419728501 WI	08/30/2022	08/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
B	E&O-PL-Primary			03124806	08/30/2022	08/30/2023	Per Claim \$5,000,000 Aggregate \$5,000,000 SIR/Deductible \$200,000

Certificate No : 570094924119

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance.

CERTIFICATE HOLDER Michael Baker International, Inc. 100 Airside Business Park Moon Township PA 15108 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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X. Exceptions

Michael Baker has reviewed the sample Professional Services Agreement and would like to request consideration of the following changes to the City's standard contract language.

1. **Term and Termination** The term of the agreement shall remain in effect until completion of the services to be provided by CONSULTANT hereunder, unless earlier terminated by CITY as allowed under this Agreement. This agreement may be terminated by the CITY without cause. In such event, the CITY will compensate CONSULTANT for work performed to date in accordance with CONSULTANT's proposal which is attached as Attachment "A" and is hereby incorporated by reference. Contractor is required to present evidence to support performed work.

3.4 **Termination.** CITY and CONSULTANT shall have the right to terminate this agreement, without cause, by giving thirty (30) days written notice of termination. If the Agreement is terminated by CITY, then the provisions of paragraph 3 would apply to that portion of the work completed. In the event that Consultant materially defaults on its obligations under this Agreement, City shall provide written notice of such default to Consultant and Consultant shall have no less than ten (10) business days to cure such default. Should Consultant fail to cure within the specified time period, City may terminate this Agreement for cause.

4. **Insurance requirements. [pg. 14 last two paragraphs of section]**

For any claims related to this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, and volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

~~If CONSULTANT maintains higher insurance limits than the minimums shown above, CONSULTANT shall provide coverage for the higher insurance limits otherwise maintained by the CONSULTANT.~~

12. **Familiarity with Work.** By executing this Agreement, CONSULTANT ~~warrants~~represents that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall ~~immediately~~promptly inform CITY of this and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.

13. **~~Time of Essence. Time is of the essence in the performance of this Agreement.~~RESERVED**

14. **Limitations Upon Subcontracting and Assignment.**

All persons engaged in the work will be considered employees of CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT. CITY shall not assign this Agreement in whole or in part without the prior written consent of CONSULTANT.

16. **Indemnification.** To the fullest extent permitted by law, CONSULTANT shall ~~defend, and hold harmless~~ indemnify CITY and its elective or appointive boards, officers, agents, and employees from ~~any and all third party~~ claims, liabilities, expenses, or direct damages, including reasonable attorneys' fees, for injury or death of any person, or damages ~~of any nature~~, including interference with use of property, to the extent arising directly out of, or in any way connected with the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT's agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT in the performance of the Agreement. ~~The only exception to CONSULTANT's responsibility to protect, defend, and hold harmless~~ indemnify CITY, does not apply to the extent of the ~~is due to the sole~~ negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees.

22. 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 used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

23. LIMITATION OF LIABILITY. To the fullest extent permitted by law, the CITY agrees to limit CONSULTANT's liability to the CITY and to all other contractors or subcontractors on the project for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project or this Agreement from any cause or causes including but not limited to CONSULTANT's negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty, such that the total aggregate of liability of CONSULTANT to all those named shall not exceed \$50,000 or the total fee for CONSULTANT's services rendered in the project, whichever is greater. To the extent that this limitation of liability conflicts with any other provision(s) of this Agreement or any Task Orders associated therewith, said provision(s) shall be considered amended to whatever extent required to make such provision(s) consistent with this provision.

24. REUSE OF WORK PRODUCT. Any reuse of CONSULTANT's work product without written verification or adaptation by CONSULTANT will be at the CITY's own risk and without liability or legal exposure to CONSULTANT. The CITY shall indemnify and hold harmless CONSULTANT from all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by the CITY and CONSULTANT.

25. WAIVER OF CONSEQUENTIAL DAMAGES. In no event shall either CONSULTANT or the CITY have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages or any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.

26. FORCE MAJEURE. In no event shall either Party have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the other party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.