



Agenda Report

Whittier Utility Authority

Date: February 28, 2023

To: Brian Saeki, City Manager

From: Kyle Cason, Public Works Director
Raul Flore, Engineering Manager

Subject: Environmental Consulting Services - Professional Services Agreement - Award of Contract

RECOMMENDATION

Authorize the City Manager to execute a Professional Services Agreement with Michael Baker to provide Environmental Consulting Services for various projects for a fee not to exceed approximately \$271,725.

BACKGROUND

City has identified three projects in need of environmental review: (1) Greenleaf Promenade project; (2) Parnell Park Renovation project; and (3) York Field Stormwater Capture project. The environmental documentation will be prepared in accordance with the criteria, standards, and provisions of the California Environmental Quality Act (CEQA) (California Public Resources Code Section 21000 et seq.), CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq.), and the regulations, requirements, and procedures of any other responsible Public Agency with jurisdiction by law.

DISCUSSION

On January 4, 2023, a Request for Proposals (RFP) was released and qualified environmental consultants were invited to propose for Environmental Consulting Services. The City received three proposals on February 1, 2023.

An evaluation committee comprised of Public Works Staff reviewed and scored the written proposals separately then convened to discuss the rankings of each proposal. Based on a total score of 95 points, the review committee established their scores on the responsiveness to the RFP. The criteria areas are as follows: project understanding & approach, firm's qualifications, project management and QA/QC approach, project schedule, and demonstrated technical ability with local/state/federal procedures.

The Qualification-Based Selection process per California Government Code Section 4525-4529 requires the selection of professional services "shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required."

The Michael Baker team demonstrated knowledge and capability on similar projects, with a clear methodology for completing the projects, and ample experience. The scope of work for this agreement includes site investigation, administrative initial study, draft Mitigated Negative Declaration (MND) and final MNDs for a fee of \$271,725 (Attachment A).

FISCAL IMPACT

There are sufficient funds in the following accounts: County Measure W- Safe, Clean Water Municipal Funds, Uptown Streetscape Beautification, and Parnell Park Master Plan to fund the Environmental Consulting Services in the amount of \$271,725.

STRATEGIC PLANNING GOAL

- Ensure Long-Term Fiscal Sustainability
- Maintain & Enhance Quality of Life

ATTACHMENT

A. Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT
WITH
MICHAEL BAKER INTERNATIONAL**

THIS AGREEMENT is made and entered into this 28th day of February, 2023 (“Effective Date”), by and between the CITY OF WHITTIER, a municipal corporation (“CITY”), MICHAEL BAKER INTERNATIONAL (“CONSULTANT”).

WITNESSETH:

A. CITY proposes to utilize the services of CONSULTANT as an independent contractor to assist with data conversion, programming other services, as more fully described herein.

B. CONSULTANT represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated.

C. CITY and CONSULTANT desire to contract for the specific services described in Exhibit A (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed.

D. No official or employee of CITY has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. CONSULTANT shall provide the professional services described in the CONSULTANT’s Proposal (“Proposal”), attached hereto as Exhibit “A” and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by CONSULTANT pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. CONSULTANT also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise CITY of any changes in any laws that may affect CONSULTANT’s performance of this Agreement. CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The CONSULTANT shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this section.

1.3. Performance to Satisfaction of City. CONSULTANT agrees to perform all the work to the complete satisfaction of the CITY and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, CITY in its discretion has the right to:

- (a) Meet with CONSULTANT to review the quality of the work and resolve the matters of concern;
- (b) Require CONSULTANT to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. CONSULTANT warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. CONSULTANT shall indemnify and hold harmless CITY from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against CITY for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of CONSULTANT's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, CONSULTANT shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

CONSULTANT shall, in all solicitations and advertisements for employees placed by, or on behalf of CONSULTANT shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. CONSULTANT shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. CONSULTANT acknowledges that CITY may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of CITY. CONSULTANT may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at CONSULTANT's sole cost and expense.

1.8. Confidentiality. Employees of CONSULTANT in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of CITY. CONSULTANT covenants that all data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without written authorization by CITY. CITY shall grant such authorization if disclosure is required by law. All CITY data shall be returned to CITY upon the termination of this Agreement. CONSULTANT's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. CONSULTANT shall be paid in accordance with the fee schedule set forth in Exhibit "A". CONSULTANT's total annual compensation shall not exceed Two Hundred Seventy One Thousand Seven Hundred Twenty Five Dollars (\$271,725.00), unless CITY has given specific advance approval in writing.

2.2. Additional Services. CONSULTANT shall not receive compensation for any services provided outside the scope of services specified in the CONSULTANT's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the CITY or the Project Manager for this Project, prior to CONSULTANT performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the CITY request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the CONSULTANT's standard hourly rates shall be paid to the CONSULTANT for such additional services. Such increase in additional fees shall be limited to 25% of the total contract sum or \$25,000 whichever is more. The CITY's Public Works Director and/or City Engineer is authorized to approve a Change Order for such additional services.

2.3. Method of Billing. CONSULTANT may submit invoices to the CITY for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all CONSULTANT's services which have been completed to CITY's sole satisfaction. CITY shall pay CONSULTANT's invoice within forty-five (45) days from the date CITY receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of CONSULTANT's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to CITY or its Project Manager for inspection and/or audit at mutually convenient times for a period of five (5) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by CITY as set forth in Exhibit "A."

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable

control of a party. If a delay beyond the control of the CONSULTANT is encountered, a time extension may be mutually agreed upon in writing by the CITY and the CONSULTANT. The CONSULTANT shall present documentation satisfactory to the CITY to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 17 months, ending on (7/1/2024), unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The CITY reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to CONSULTANT. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, CONSULTANT shall immediately stop rendering services under this Agreement unless directed otherwise by the CITY. If the CITY suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the CONSULTANT defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time, the CITY shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

CITY shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the CONSULTANT, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, CITY shall pay CONSULTANT for reasonable costs incurred and professional services satisfactorily performed up to and including the date of CITY's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the CITY or in the possession of the CONSULTANT. CITY shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by CONSULTANT in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the CITY within ten (10) days of delivery of termination notice to CONSULTANT, at no cost to CITY. Any use of uncompleted documents without specific written authorization from CONSULTANT shall be at CITY's sole risk and without liability or legal expense to CONSULTANT.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. CONSULTANT shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by CITY:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 11 88, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident. CONSULTANT agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by CONSULTANT for the CITY and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the CITY, the CONSULTANT shall file with the Administrative Services Director the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The CONSULTANT shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City Clerk before execution of this Agreement by the CITY. CITY, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the CONSULTANT to comply with this section.

Neither CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by CONSULTANT under this Agreement are adequate to protect CONSULTANT. If CONSULTANT believes that any such insurance coverage is insufficient, CONSULTANT shall provide, at its own expense, such additional insurance as CONSULTANT deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The CITY and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the CONSULTANT pursuant to its contract with the CITY; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; automobiles owned, leased, hired, or borrowed by the CONSULTANT."
- (b) Notice: "CONSULTANT shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, CONSULTANT shall forthwith obtain and submit proof of substitute insurance. Should CONSULTANT fail to immediately procure other insurance, as specified, to substitute for any canceled policy, CITY may procure such insurance at CONSULTANT's sole cost and expense."

- (c) Other insurance: "The CONSULTANT's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the CITY shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to CITY, its officers, officials, agents, employees, and volunteers.
- (e) The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by CITY. No policy of insurance issued as to which CITY is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. CONSULTANT shall provide to CITY certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by CITY, prior to performing any services under this Agreement. The certificates of insurance shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which CONSULTANT may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of CITY for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of CITY, called for by this Agreement, except as otherwise expressly provided in this Agreement.

CONSULTANT shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of CONSULTANT called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. CITY shall designate a Project Manager to work directly with CONSULTANT in the performance of this Agreement. It shall be the CONSULTANT's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the CONSULTANT shall refer any decision, which must be made by CITY, to the Project Manager. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the Project Manager.

CONSULTANT shall designate a Project Manager who shall represent it and be its agent in all consultations with CITY during the term of this Agreement and who shall not be changed by CONSULTANT without the express written approval by the CITY. CONSULTANT or its Project Manager shall attend and assist in all coordination meetings called by CITY.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Michael Baker International
100 Airside Drive
Moon Township PA 15108
Tel: 949-330-4183
Email: Jessica.ditto@mbakerintl.com

Attn: Jessica Ditto

IF TO CITY:

City of Whittier
13230 Penn Street
Whittier, CA 90602
Tel: 562-5567-9999
Email: kcason@cityofwhittier.org

Attn: Kyle Cason

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California. CONSULTANT agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. CONSULTANT shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of CONSULTANT's interest in this Agreement without CITY's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of CITY's consent, no subletting or assignment shall release CONSULTANT of CONSULTANT's obligation to perform all other obligations to be performed by CONSULTANT hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. CONSULTANT agrees to defend, indemnify, hold free and harmless the CITY, its elected and appointed officials, officers, agents and employees, at CONSULTANT's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the CITY, their respective elected and appointed officials, officers, agents and employees arising out of the performance of the CONSULTANT, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the CONSULTANT, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the CONSULTANT, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the CITY, their respective elected and appointed officials, officers, agents and employees based upon the work performed by the CONSULTANT, its employees, and/or authorized subcontractors under this Agreement, whether or not the CONSULTANT, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the CONSULTANT shall not be liable for the defense or indemnification of the CITY for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of CITY. This provision shall supersede and replace all other indemnity provisions contained either in the CITY's specifications or CONSULTANT's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. CONSULTANT is and shall be acting at all times as an independent contractor and not as an employee of CITY. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of CITY or the CITY or otherwise act on behalf of CITY as an agent. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as set forth in this Agreement. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of CITY. CONSULTANT shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for CONSULTANT and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. CONSULTANT shall indemnify and hold CITY harmless from any and all taxes, assessments, penalties, fines and interest asserted against CITY and any legal fee incurred by the City by reason of any challenge/claim made against CITY regarding the independent contractor relationship created by this Agreement. CONSULTANT further agrees to indemnify and hold CITY harmless from any failure of CONSULTANT to comply with the applicable worker's compensation laws. CITY shall have the right to offset against the amount of any fees due to CONSULTANT under this Agreement any amount due to CITY from CONSULTANT as a result of CONSULTANT's failure to promptly pay to CITY any reimbursement or indemnification arising under this paragraph.

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

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by

CITY, including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against CITY relating to CONSULTANT's performance or services rendered under this Agreement, CONSULTANT shall render any reasonable assistance and cooperation which CITY might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by CONSULTANT or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of CITY. CONSULTANT agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of CITY. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of CITY and without liability or legal exposure to CONSULTANT. CITY shall indemnify and hold harmless CONSULTANT from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from CITY's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by CONSULTANT. CONSULTANT shall deliver to CITY any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by CITY or its authorized representative, at no additional cost to the CITY. CONSULTANT or CONSULTANT's agents shall execute such documents as may be necessary from time to time to confirm CITY's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. CONSULTANT has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by CONSULTANT, or any of its subcontractors, pursuant to this Agreement and provided to CITY may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which CONSULTANT informs CITY of such trade secret. The CITY will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. CITY shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. CONSULTANT and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to CONSULTANT's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, CONSULTANT and its officers, employees, associates and subconsultants shall not, without the prior written approval of the CITY Representative, perform work for another person or entity for whom CONSULTANT is not currently performing work that would require CONSULTANT or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. CONSULTANT shall be responsible for its work and results under this Agreement. CONSULTANT, when requested, shall furnish clarification and/or explanation as may be required by the CITY's representative, regarding any services rendered under this Agreement at no additional cost to CITY. In the event that an error or omission attributable to CONSULTANT occurs, then CONSULTANT shall, at no cost to CITY, provide all

necessary design drawings, estimates and other CONSULTANT professional services necessary to rectify and correct the matter to the sole satisfaction of CITY and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. CONSULTANT will not employ any regular employee of CITY while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of CITY and CONSULTANT and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith

negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF WHITTIER
A municipal corporation

BRIAN SAEKI, City Manager

Date: _____

ATTEST:

RIGOBERTO GARCIA JR., City Clerk
(seal)

Date: _____

Consultant

Signature

Date: _____

Name and Title

APPROVED AS TO FORM

RICHARD JONES, City Attorney

Date: _____

EXHIBIT A
PROPOSAL



REQUEST FOR PROPOSAL

ENVIRONMENTAL CONSULTING SERVICES

FEBRUARY 2, 2023



SUBMITTED TO
CITY OF WHITTIER

SUBMITTED BY
Michael Baker
INTERNATIONAL

TABLE OF CONTENTS

SECTION	CONTENT	PAGE
1	COVER LETTER	3
2	REVIEW OF SCOPE OF SERVICES	5
3	PROJECT SCHEDULE	15
4	RELATED PROJECT EXPERIENCE	16
5	SUB-CONSULTANTS	19
6	QUALIFICATIONS AND CAPABILITIES	22
	• FIRM INFORMATION	22
	• ORG CHART	24
	• KEY MEMBERS	25
7	REFERENCES	28
8	CERTIFICATE OF INSURANCE AND AGREEMENT ACKNOWLEDGEMENT	29
9	FEE PROPOSAL	30
FORMS	ADDENDUM NO. 1	33

1. COVER LETTER

February 2, 2023

City of Whittier Public Works

Attention: Mr. Kyle Cason, P.E., Director of Public Works
13230 Penn Street | Whittier, CA 90602-1772

Subject: Proposal for Environmental Consulting Services for Various Public Works Projects

Dear Mr. Cason,

Michael Baker International (Michael Baker) is pleased to submit this proposal to the City of Whittier to provide environmental consulting services for various Public Works projects. We have a motivated team with extensive experience preparing environmental documentation for various projects. Serving as an extension of City staff, our approach and scope includes proactive communication with stakeholders, expedited baseline surveys/technical studies, and a legally-defensible environmental document to support project approval.

Based upon our review of available project information and discussions with City staff, we have developed a greater understanding of the issues involved with the project. In summary, Michael Baker offers the following benefits for your consideration:



Unparalleled Local Experience: Michael Baker has been a trusted partner of the City of Whittier on a range of environmental documents for over 10 years. Working closely with City staff, we have had the pleasure of preparing CEQA documents for the Whittier Boulevard Specific Plan Amendment, Lincoln Specific Plan, and three Initial Study/Mitigated Negative Declarations (IS/MND) for intersection improvements under the Whittier Hotspots congestion improvement program.



Project Team Commitment and Availability: The designated Team will be led by Ms. Jessica Ditto, serving as Project Manager, and Mr. Alan Ashimine, serving as Principal-in-Charge. Ms. Ditto, and Mr. Ashimine have worked together for 10 years and have successfully partnered to complete over 50+ projects in jurisdictions throughout California. This provides the City a continuity of services and a project leadership team with excellent communication and trust. Mr. Ashimine and Ms. Ditto, along with the rest of our project team, are available to initiate the work immediately and will remain dedicated to the project during the entire process.



Legally Defensible Documentation: Preparation of legally defensible documents is imperative in today's environment. Throughout Michael Baker's 40+ years of preparing environmental and regulatory documentation, we have attained extensive experience in writing accurate, legally defensible environmental documents for all types of challenging and controversial projects.

Utilizing our multi-disciplinary approach and deep bench of resources, Michael Baker has proven capabilities to effectively complete the environmental documentation on time and on budget. We appreciate your consideration of Michael Baker and are available to begin the Work Program immediately. The undersigned is an agent authorized to submit proposals on behalf of Michael Baker and is authorized to bind Michael Baker contractually.

We trust our submittal demonstrates our team's experience, expertise, and ability to provide a high level of environmental services for the City's various Public Works projects. We welcome the opportunity to discuss our work program in greater detail. Please do not hesitate to contact Ms. Jessica Ditto, Project Manager, at 949.330.4183 or Jessica.ditto@mbakerintl.com if you have any questions or would like additional information.

Sincerely,



Jessica Ditto
Project Manager



Alan Ashimine
Principal-in-Charge



Richard Beck
Vice President

2. REVIEW OF SCOPE OF SERVICES

Michael Baker has submitted this proposal to prepare environmental consulting services as described in the Request for Proposal (RFP), dated January 4, 2023. Michael Baker has the capabilities and resources to provide the services listed in the scope of work included in the RFP.

Michael Baker has submitted this proposal to prepare environmental compliance documentation to assess potential impacts for three projects: Project #1 Greenleaf Promenade project; Project #2, Parnell Park Renovation project; and Project #3, York Field Stormwater Capture project. The environmental documentation will be prepared in accordance with the criteria, standards, and provisions of the California Environmental Quality Act (CEQA) (California Public Resources Code Section 21000 et seq.), CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq.), and the regulations, requirements, and procedures of any other responsible Public Agency with jurisdiction by law.

Project Approach

Michael Baker's project approach has been proven effective in meeting and exceeding client expectations for environmental compliance tasks. We pride ourselves in on time and on budget delivery. We accomplish this through clear communication with City staff from task inception through project close-out. We will strategize with City staff to outline a logical path for each project, with a clear scope of work, schedule, and budget. We believe in continuous close coordination, communication, and a focused project development process throughout the life of the project focused on targeted delivery of products on key milestones.

Michael Baker staff have extensive experience related to streetscape beautification, park improvements, and stormwater capture projects, among others, and preparing all types of CEQA clearance documentation, including Initial Studies, Negative and Mitigated Negative Declarations, and Environmental Impact Reports. Ms. Ditto, Project Manager, and Mr. Ashimine, Principal-in-Charge, and key staff have experience working on environmental documents in partnership with City staff. Examples of our collaboration with the City include the Lincoln Specific Plan EIR, Whittier Boulevard Specific Plan EIR, and Whittier Hotspots Intersection Improvement Projects IS/MNDs. Michael Baker is a full-services consulting firm providing land use planning, environmental compliance, sustainability, engineering, architecture, community engagement, and related professional services for over 80 years. We have the qualifications, experience, and staff to provide virtually any environmental consulting services the City may need. This allows for technical assistance and the exchange of data without loss of time or resources and will give City staff advance input on issues that arise.

Scope Clarifications

The following Scope Clarifications has been prepared pursuant to the City's RFP, dated January 4, 2023.

Project #1

GREENLEAF PROMENADE PROJECT

Task 1.0 | Agreement for Professional Services and Insurance

No scope clarifications required. The task description as provided in the City's RFP is included herein. Michael Baker will comply with the City's requirements related to execution of a Professional Services Agreement and insurance requirements; refer to Section 8 of this proposal.

Task 2.0 | Project Management

The task description as provided in the City's RFP is included herein, with the following clarifications:

- **Council Meetings:** This task assumes attendance at one public hearing for the approval of the CEQA Addendum; refer to Task 5.
- **Community Meetings:** This task assumes that meeting collateral and location will be provided and secured by the City.

REVIEW OF SCOPE OF SERVICES

Task 3.0 | Site Investigation, Data Collection, and Review

No scope clarifications required. The task description as provided in the City's RFP is included herein.

Task 4.0 | CEQA Project Description

The task description as provided in the City's RFP is included herein, with the following clarifications:

- This task assumes up to two rounds of review by the City, and two associated rounds of revisions by Michael Baker.
- The CEQA project description will be supported by up to eight (8) graphic exhibits.

Task 5.0 | Administrative Draft Initial Study

As a means to expedite and streamline the CEQA clearance for the project, Michael Baker proposes to leverage the previously-approved Uptown Whittier Streetscape Beautification Project IS/MND prepared by the City and prepare a CEQA Addendum. This approach is anticipated to result in substantial cost and time savings as compared to preparation of an IS/MND. This task assumes that the technical studies prepared for the previously-approved IS/MND can be utilized to support the proposed CEQA Addendum; however, Michael Baker will advise the City regarding additional studies and/or technical analyses that may be required to support the Addendum, based on the characteristics of the proposed project and the conclusions and analysis provided in the approved IS/MND. These studies/analyses may include, but are not limited to, traffic/transportation, air quality, greenhouse gases, noise, energy, and cultural resources. If determined that additional studies are required, Michael Baker can provide these studies at an additional fee.

The Addendum will be comprised of the following sections: Overview, Purpose of the Addendum, Project Description, Environmental Analysis, and Environmental Evaluation Personnel.

Overview. This section will provide an overview of the environmental review and approval required for the proposed project.

Purpose of the Addendum. This section will discuss CEQA compliance and background and history. This section will summarize impacts and mitigation measures that were previously identified, as well as the criteria that must be met in order to qualify as an Addendum to an IS/MND.

Project Description. This section will detail the project location and project description, and the revisions that have been made to the project since adoption of the original IS/MND.

Environmental Analysis. This section will provide an analysis of the potential environmental consequences anticipated to occur as a result of implementation the proposed changes to the project. Each environmental topical review area will include analysis and a discussion of previously identified mitigation measures that are applicable to the amended project, in a format similar to a CEQA Initial Study (following Appendix G of the CEQA Guidelines). This section will provide findings to indicate the amended project is in compliance with CEQA Guidelines Section 15164 in order to qualify for an Addendum.

Environmental Evaluation Personnel. This section will identify the persons involved in preparing the environmental evaluation.

Task 6.0 | Draft IS-MND and NOI

As noted above, Michael Baker proposes the use of a CEQA Addendum as an expedited alternative to an IS/MND. As such, this task includes one round of revisions to the Administrative Draft Addendum based on City comments and preparation of the Second Administrative Draft Addendum. If desired by the City, Michael Baker will provide the Second Administrative Draft Addendum with all changes in redline strikeout to assist in the review of the document.

Task 7.0 | Final IS-MND, NOD, and MMRP

As noted above, Michael Baker proposes the use of a CEQA Addendum as an expedited alternative to an IS/MND. As such, this task includes one round of revisions to the Second Administrative Draft Addendum based on City comments and preparation of the Final Addendum. If desired by the City, Michael Baker will provide the Final Addendum with all changes in redline strikeout to assist in the review of the document.

REVIEW OF SCOPE OF SERVICES

Project #2 **PARNELL PARK RENOVATION PROJECT**

Task 1.0 | Agreement for Professional Services and Insurance

No scope clarifications required. The task description as provided in the City's RFP is included herein. Michael Baker will comply with the City's requirements related to execution of a Professional Services Agreement and insurance requirements; refer to Section 8 of this proposal.

Task 2.0 | Project Management

The task description as provided in the City's RFP is included herein, with the following clarifications:

- **Community Meetings:** This task assumes that meeting collateral and location will be provided and secured by the City.

Task 3.0 | Site Investigation, Data Collection, and Review

No scope clarifications required. The task description as provided in the City's RFP is included herein.

Task 4.0 | CEQA Project Description

The task description as provided in the City's RFP is included herein, with the following clarifications:

- This task assumes up to two rounds of review by the City, and two associated rounds of revisions by Michael Baker.
- The CEQA project description will be supported by up to eight (8) graphic exhibits.

Task 5.0 | Administrative Draft Initial Study

The task description as provided in the City's RFP is included herein.

Technical Analysis

5.1 CULTURAL RESOURCES

Michael Baker will prepare a cultural resources identification study. As part of the cultural resources identification study, Michael Baker will complete a cultural resources records search of the project site with a ½ mile search radius at the South Central Coastal Information Center, literature, historic map and aerial photo review, local historical society consultation, Native American Heritage Commission sacred lands files search, a pedestrian survey, and an archaeological sensitivity analysis of the project site. The park was constructed in 1967 and consists of original built environment features (pathways, play areas, landscaping, and sports facilities) that will be altered during project implementation; therefore, the park will be evaluated as a cultural landscape for inclusion in the California Register of Historical Resources. The evaluation will be presented on DPR523 forms, the standard form used by cultural resources professionals in California. 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 CEQA, within the project site.

Michael Baker will prepare a paleontological identification study. As part of the paleontological identification study, Michael Baker will conduct a fossil locality search at the Natural History Museum of Los Angeles, literature and geologic map review, a paleontological resources sensitivity analysis, and provide recommendations.

The cultural and paleontological resource identification findings will be summarized in a combined memorandum that will be appended to the environmental document. The memorandum will describe the project site, methods, results of the cultural and paleontological resource identification efforts described above, and recommendations or mitigation measures, as applicable. The memorandum will be used to support the environmental document. This scope assumes that no archaeological resources within the APE will require recordation or evaluation for inclusion in the National Register of Historic Places or California Register of Historical Resources; a Native American monitor will not be required for the pedestrian survey; and Section 106 support will not be needed for this project.

REVIEW OF SCOPE OF SERVICES

AB52 Assistance. Michael Baker will assist the City with meeting Native American consultation requirements pursuant to Assembly Bill (AB) 52. In coordination with the City, Michael Baker will prepare the draft consultation letters to tribes that have requested AB52 notification. However, because consultation is required to be government-to-government, pursuant to State law, this scope assumes the City will send the consultation letters, complete the AB52 consultation, and provide the consultation log with supporting documentation (ex. letters, emails, phone conversation summaries) for inclusion in the environmental document. This scope does not include meetings or additional consultation.

5.2 BIOLOGICAL RESOURCES

Michael Baker will conduct a database search of the California Department of Fish and Wildlife's (CDFW) California Natural Diversity Database, the California Native Plant Society Electronic Inventory of Rare and Endangered Vascular Plants of California listings, and the U.S. Fish and Wildlife Service's Information for Planning and Consultation online system and Critical Habitat mapper to preliminarily identify any special-status biological resources known to occur within the general vicinity of Parnell Park (project site). Michael Baker will also review publicly available biological technical reports previously prepared for the project site and/or surrounding vicinity to determine which special-status¹ biological resources have been documented or that are likely to occur on or within the general vicinity of the project site. This will allow Michael Baker to focus their field investigation on any special-status species and sensitive habitats known to occur within the vicinity of the project site. In addition, Michael Baker will review the U.S. Department of Agriculture (USDA) Web Soil Survey, historic/current aerial photographs, and U.S. Geological Survey topographic maps to further assess habitat suitability for special-status species and identify any ecological changes and/or disturbances that have occurred within the project site.

Following the literature review, Michael Baker qualified biologists will conduct a field survey of the approximate 9-acre park to document baseline biological conditions and document the presence of any special-status species. Although such species are not anticipated in this urban park setting, we will evaluate the site's potential to support nesting birds protected under the federal Migratory Bird Species Act and California Fish and Game Code. Notes will be taken on all plant and wildlife species and bird nests 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. This task assumes one (1) biological field survey will be conducted for the project.

Once the field survey is complete, Michael Baker will prepare a Biological Resource Assessment to summarize 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. This technical memorandum will also provide an analysis of anticipated project-related impacts to biological resources and identify any additional biological surveys, mitigation measures, and/or regulatory permits/approvals that may be required in order to ensure the analysis of biological resources is compliant with current standards under CEQA. Geographic Information Systems (GIS) figures, site photographs, species observed list(s), and a special-status biological resources table will also be included as attachments to the final report to further enhance written text and visually identify specific biological information as it relates to the project site. This task assumes one (1) round of City review and Michael Baker revisions to the draft Biological Resources Assessment before accepted as final. This task excludes protocol/focused surveys for special-status plant and wildlife species as they are not anticipated to occur in the project site; however, protocol/focused surveys can be provided by Michael Baker at an additional fee, if required.

5.3 AIR QUALITY

Existing Conditions/Regulatory Framework. The project is located within the South Coast Air Basin (SCAB), which is under the jurisdiction of the South Coast Air Quality Management District (SCAQMD). Federal, State, regional, and local air quality regulations will be discussed. The analysis will describe and address the requirements set forth by the *SCAQMD CEQA Air Quality Handbook*.

¹ As used in this Scope of Work, "special-status" refers to plant and wildlife species that are federally or State listed, proposed, or candidates; plant species that have been designated a California Rare Plant Rank species by the California Native Plant Society; wildlife species that are designated by the California Department of Fish and Wildlife as Fully Protected, Species of Special Concern, or Watch List species; and State/locally rare vegetation communities.

REVIEW OF SCOPE OF SERVICES

Construction-Related Emissions. Based on data provided by the project applicant, emissions generated during construction activities will be quantified using the California Emissions Estimator Model version 2022.1.1.5 (CalEEMod). A general description of the major phases of construction and their timing will be required. The air pollutant emissions during construction will be compared to the SCAQMD Regional Thresholds of Significance. Naturally occurring asbestos impacts will also be qualitatively discussed.

Long-Term Emissions. Should the project result in a net increase in vehicular trips, operational emissions will be quantified with CalEEMod and compared to the SCAQMD regional thresholds of significance. Project consistency with the *2022 Air Quality Management Plan* (AQMP) will also be addressed.

Localized Emissions. The project is located within the SCAQMD's Source Receptor Area (SRA) 11 (South San Gabriel Valley). Based on localized meteorological data for SRA 11, Michael Baker will analyze localized impacts based upon the SCAQMD's Localized Significance Thresholds (LST) methodology.

Air Emissions Health Impacts. As a result of the California Supreme Court decision for *Sierra Club vs. County of Fresno (Friant Ranch L.P.)*, the resultant human health impacts from the project's short-term construction and long-term operational air emissions will be analyzed.

5.4 GREENHOUSE GAS EMISSIONS

Michael Baker will review the land use data and will prepare an inventory of the greenhouse gas (GHG) emissions (i.e., nitrous oxide, methane, and carbon dioxide) from both direct and indirect sources. In addition, total GHG emissions from construction activities will be amortized into the GHG emissions inventory. Reductions from recently adopted programs and regulations will be included, such as improvements in fuel efficiency, state building code energy efficiency, and water efficiency. The analysis will also review project consistency with the Southern California Association of Governments *2020–2045 Regional Transportation Plan/Sustainable Communities Strategy* (2020–2045 RTP/SCS) and the California Air Resources Board *2022 Climate Change Scoping Plan* for the purpose of reducing GHG emissions.

5.5 NOISE

Existing Conditions/Regulatory Framework. The applicable noise and land use compatibility criteria for the project area will be reviewed and noise standards regulating noise impacts will be discussed for land uses on and adjacent to the project site. A site visit will be conducted, and short-term noise level measurements will be taken along the project area. The noise monitoring survey will be conducted at up to three separate locations to establish baseline noise levels in the project area. Noise recording lengths are anticipated to require approximately 10 minutes at each location. This scope does not include long-term (24-hour) noise measurements.

Construction-Related Noise and Vibration. Noise impacts from construction sources will be analyzed based on the anticipated equipment to be used, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. The construction noise impacts will be evaluated in terms of maximum levels (L_{max}) and hourly equivalent continuous noise levels (L_{eq}) and the frequency of occurrence at adjacent sensitive locations. An analysis of vibration impacts will be based on the Federal Transit Administration's vibration analysis guidance. Analysis requirements will be based on the sensitivity of the area, anticipated construction activities, and Noise Ordinance specifications.

Operational Noise. Should the project result in a net increase in vehicular trips, off-site traffic noise levels will be compared to the applicable Noise Ordinance specifications and/or land use compatibility criteria for off-site uses. On-site noise generating activities (e.g., recreational activities at the park) will also be addressed and analyzed for potential impacts to the adjacent uses and will be assessed against the Noise Ordinance specifications.

REVIEW OF SCOPE OF SERVICES

5.6 ENERGY

Michael Baker will analyze the energy implications of the project pursuant to Public Resources Code Section 21100(b)(3) and Appendix G and Appendix F of the CEQA Guidelines. These statutes and guidelines require a project to describe, where relevant, the wasteful, inefficient, and unnecessary consumption of energy caused by a project. In addition, Appendix G of the CEQA Guidelines requires a consistency analysis with state or local plans for renewable energy or energy efficiency. The analysis will analyze energy consumption associated with short-term construction activities and long-term operations using CalEEMod based on the project's land use data should the project result in a net increase in trips. The analysis will also discuss the effects of the project on regional and local energy supply, demand, and resources, and the project's consistency with energy standards and requirements.

5.7 PREPARATION OF INITIAL STUDY

Michael Baker will prepare an Initial Study as a screening tool in accordance with the *CEQA Guidelines*. The Initial Study will include detailed explanations of all checklist determinations and discussions of potential environmental impacts. The analysis shall be in accordance with Public Resources Code Section 21080(c) and *CEQA Guidelines* Section 15070. The Initial Study will include an Introduction, Environmental Checklist, Environmental Analysis, and Initial Study Determination. The technical analysis prepared as part of the Initial Study will support the environmental compliance documentation.

This task assumes that the Initial Study will lead to an IS/MND; however, a Categorical Exemption will be evaluated with the City during project kickoff to expedite the CEQA clearance for the project.

Task 6.0 | Draft IS-MND and NOI

The task description as provided in the City's RFP is included herein, with the following clarifications:

- This task assumes Michael Baker will provide four (4) hardcopies of the Public Review Draft IS/MND with Technical Appendices on CDs or USB drives and one (1) electronic file of the document in both MS Word and PDF formats to the City.
- This task assumes distribution of up to 25 copies of the NOI to a City-approved Distribution List.
- This task assumes the City would be responsible for any radius mailing and/or newspaper notices required for the project.

Task 7.0 | Final IS-MND, NOD, and MMRP

The task description as provided in the City's RFP is included herein, with the following clarifications:

- One (1) electronic copy of the Draft Responses to Comments in both MS Word and PDF formats will be submitted to the City for review. Subsequently, Michael Baker will prepare a revised Final Responses to Comments.
- It is noted that the extent of public and agency comments resulting from the review process is currently unknown. This task is budgeted conservatively based upon our understanding of the project (assuming a maximum of 10 comment letters, 1-3 pages in length) and assume only minor supplemental technical support may be necessary. Should the level of comments exceed our estimate or require more substantial technical analysis, Michael Baker will advise the City and submit an additional funding request.
- If necessary, Michael Baker will prepare an Errata to the Public Review Draft document for City review and approval. The Errata will identify any revised text in strikethrough and double underline, as necessary to address comments received on the Public Review Draft document.
- The City will be responsible for payment of any filing fees, including California Department of Fish and Wildlife (CDFW) fees.

Project #3

YORK FIELD STORMWATER CAPTURE PROJECT

Task 1.0 | Agreement for Professional Services and Insurance

No scope clarifications required. The task description as provided in the City's RFP is included herein. Michael Baker will comply with the City's requirements related to execution of a Professional Services Agreement and insurance requirements; refer to Section 8 of this proposal.

REVIEW OF SCOPE OF SERVICES

Task 2.0 | Project Management

The task description as provided in the City's RFP is included herein, with the following clarifications:

- **Community Meetings:** This task assumes that meeting collateral and location will be provided and secured by the City.

Task 3.0 | Site Investigation, Data Collection, and Review

No scope clarifications required. The task description as provided in the City's RFP is included herein.

Task 4.0 | CEQA Project Description

The task description as provided in the City's RFP is included herein, with the following clarifications:

- This task assumes up to two rounds of review by the City, and two associated rounds of revisions by Michael Baker.
- The CEQA project description will be supported by up to eight (8) graphic exhibits.

Task 5.0 | Administrative Draft Initial Study

The task description as provided in the City's RFP is included herein.

Technical Analysis

5.1 CULTURAL RESOURCES

Michael Baker will prepare a cultural resources identification study. As part of the cultural resources identification study, Michael Baker will complete a cultural resources records search of the project site with a ½ mile search radius at the South Central Coastal Information Center, literature, historic map and aerial photo review, local historical society consultation, Native American Heritage Commission sacred lands files search, a pedestrian survey, and an archaeological sensitivity analysis of the project site. 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 CEQA, within the project site.

Michael Baker will prepare a paleontological identification study. As part of the paleontological identification study, Michael Baker will conduct a fossil locality search at the Natural History Museum of Los Angeles, literature and geologic map review, a paleontological resources sensitivity analysis, and provide recommendations. The cultural and paleontological resource identification findings will be summarized in a combined memorandum that will be appended to the environmental document. The memorandum will describe the project site, methods, results of the cultural and paleontological resource identification efforts described above, and recommendations or mitigation measures, as applicable. This scope assumes that no built environment or archaeological resources within the APE will require recordation or evaluation for inclusion in the National Register of Historic Places or California Register of Historical Resources; a Native American monitor will not be required for the pedestrian survey; and Section 106 support will not be needed for this project.

AB52 Assistance. Michael Baker will assist the City with meeting Native American consultation requirements pursuant to Assembly Bill (AB) 52. In coordination with the City, Michael Baker will prepare the draft consultation letters to tribes that have requested AB52 notification. However, because consultation is required to be government-to-government, pursuant to State law, this scope assumes the City will send the consultation letters, complete the AB52 consultation, and provide the consultation log with supporting documentation (ex. letters, emails, phone conversation summaries) for inclusion in the environmental document. This scope does not include meetings or additional consultation.

5.2 BIOLOGICAL RESOURCES

Michael Baker will conduct a database search of the CDFW's California Natural Diversity Database, the California Native Plant Society Electronic Inventory of Rare and Endangered Vascular Plants of California listings, and the U.S. Fish and Wildlife Service's Information for Planning and Consultation online system and Critical Habitat mapper to preliminarily identify any special-status biological resources known to occur within the general vicinity of York Field (project site). Michael Baker will also review publicly

REVIEW OF SCOPE OF SERVICES

available biological technical reports previously prepared for the project site and/or surrounding vicinity to determine which special-status² biological resources have been documented or that are likely to occur on or within the general vicinity of the project site. This will allow Michael Baker to focus their field investigation on any special-status species and sensitive habitats known to occur within the vicinity of the project site. In addition, Michael Baker will review the U.S. Department of Agriculture (USDA) Web Soil Survey, historic/current aerial photographs, and U.S. Geological Survey topographic maps to further assess habitat suitability for special-status species and identify any ecological changes and/or disturbances that have occurred within the project site.

Following the literature review, Michael Baker qualified biologists will conduct a field survey of the approximate 9.5-acre field complex to document baseline biological conditions and document the presence of any special-status species. Although such species are not anticipated in athletic field setting, we will evaluate the site's potential to support nesting birds protected under the federal Migratory Bird Species Act and California Fish and Game Code. Notes will be taken on all plant and wildlife species and any bird nests 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. This task assumes one (1) biological field survey will be conducted for the project.

Once the field survey is complete, Michael Baker will prepare a Biological Resource Assessment to summarize 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. This technical memorandum will also provide an analysis of anticipated project-related impacts to biological resources and identify any additional biological surveys, mitigation measures, and/or regulatory permits/approvals that may be required in order to ensure the analysis of biological resources is compliant with current standards under CEQA. Geographic Information Systems (GIS) figures, site photographs, species observed list(s), and a special-status biological resources table will also be included as attachments to the final report to further enhance written text and visually identify specific biological information as it relates to the project site. This task assumes one (1) round of City review and Michael Baker revisions to the draft Biological Resources Assessment before accepted as final. This task excludes protocol/focused surveys for special-status plant and wildlife species as they are not anticipated to occur in the project site; however, protocol/focused surveys can be provided by Michael Baker at an additional fee, if required.

5.3 AIR QUALITY

Existing Conditions/Regulatory Framework. The project is located within the SCAB, which is under the jurisdiction of the SCAQMD. Federal, State, regional, and local air quality regulations will be discussed. The analysis will describe and address the requirements set forth by the *SCAQMD CEQA Air Quality Handbook*.

Construction-Related Emissions. Based on data provided by the project applicant, emissions generated during construction activities will be quantified using the CalEEMod. A general description of the major phases of construction and their timing will be required. The air pollutant emissions during construction will be compared to the SCAQMD Regional Thresholds of Significance. Naturally occurring asbestos impacts will also be qualitatively discussed.

Long-Term Emissions. Should the project result in a net increase in vehicular trips, operational emissions will be quantified with CalEEMod and compared to the SCAQMD regional thresholds of significance. Project consistency with the 2022 AQMP will also be addressed.

² As used in this Scope of Work, "special-status" refers to plant and wildlife species that are federally or State listed, proposed, or candidates; plant species that have been designated a California Rare Plant Rank species by the California Native Plant Society; wildlife species that are designated by the California Department of Fish and Wildlife as Fully Protected, Species of Special Concern, or Watch List species; and State/locally rare vegetation communities.

REVIEW OF SCOPE OF SERVICES

Localized Emissions. The project is located within the SCAQMD's SRA 11 (South San Gabriel Valley). Based on localized meteorological data for SRA 11, Michael Baker will analyze localized impacts based upon the SCAQMD's LST methodology.

Air Emissions Health Impacts. As a result of the California Supreme Court decision for *Sierra Club vs. County of Fresno (Friant Ranch L.P.)*, the resultant human health impacts from the project's short-term construction and long-term operational air emissions will be analyzed.

5.4 GREENHOUSE GAS EMISSIONS

Michael Baker will review the land use data and will prepare an inventory of the GHG emissions (i.e., nitrous oxide, methane, and carbon dioxide) from both direct and indirect sources. In addition, total GHG emissions from construction activities will be amortized into the GHG emissions inventory. Reductions from recently adopted programs and regulations will be included, such as improvements in fuel efficiency, state building code energy efficiency, and water efficiency. The analysis will also review project consistency with the Southern California Association of Governments 2020–2045 RTP/SCS and the California Air Resources Board 2022 *Climate Change Scoping Plan* for the purpose of reducing GHG emissions.

5.5 NOISE

Existing Conditions/Regulatory Framework. The applicable noise and land use compatibility criteria for the project area will be reviewed and noise standards regulating noise impacts will be discussed for land uses on and adjacent to the project site. A site visit will be conducted, and short-term noise level measurements will be taken along the project area. The noise monitoring survey will be conducted at up to three separate locations to establish baseline noise levels in the project area. Noise recording lengths are anticipated to require approximately 10 minutes at each location. This scope does not include long-term (24-hour) noise measurements.

Construction-Related Noise and Vibration. Noise impacts from construction sources will be analyzed based on the anticipated equipment to be used, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. The construction noise impacts will be evaluated in terms of maximum levels (L_{max}) and hourly equivalent continuous noise levels (L_{eq}) and the frequency of occurrence at adjacent sensitive locations. An analysis of vibration impacts will be based on the Federal Transit Administration's vibration analysis guidance. Analysis requirements will be based on the sensitivity of the area, anticipated construction activities, and Noise Ordinance specifications.

Operational Noise. Should the project result in a net increase in vehicular trips, off-site traffic noise levels will be compared to the applicable Noise Ordinance specifications and/or land use compatibility criteria for off-site uses. On-site noise generating activities (e.g., recreational activities at the park) will also be addressed and analyzed for potential impacts to the adjacent uses and will be assessed against the Noise Ordinance specifications.

5.6 ENERGY

Michael Baker will analyze the energy implications of the project pursuant to Public Resources Code Section 21100(b)(3) and Appendix G and Appendix F of the CEQA Guidelines. These statutes and guidelines require a project to describe, where relevant, the wasteful, inefficient, and unnecessary consumption of energy caused by a project. In addition, Appendix G of the CEQA Guidelines requires a consistency analysis with state or local plans for renewable energy or energy efficiency. The analysis will analyze energy consumption associated with short-term construction activities and long-term operations using CalEEMod based on the project's land use data should the project result in a net increase in trips. The analysis will also discuss the effects of the project on regional and local energy supply, demand, and resources, and the project's consistency with energy standards and requirements.

REVIEW OF SCOPE OF SERVICES

5.7 PREPARATION OF INITIAL STUDY

Michael Baker will prepare an Initial Study as a screening tool in accordance with the *CEQA Guidelines*. The Initial Study will include detailed explanations of all checklist determinations and discussions of potential environmental impacts. The analysis shall be in accordance with Public Resources Code Section 21080(c) and *CEQA Guidelines* Section 15070. The Initial Study will include an Introduction, Environmental Checklist, Environmental Analysis, and Initial Study Determination. The technical analysis prepared as part of the Initial Study will support the environmental compliance documentation.

This task assumes that the Initial Study will lead to an IS/MND; however, if significant and unavoidable impacts are realized through the preparation of the technical analysis and Initial Study, an EIR would be prepared at an additional fee.

Task 6.0 | Draft IS-MND and NOI

The task description as provided in the City's RFP is included herein, with the following clarifications:

- This task assumes Michael Baker will provide four (4) hardcopies of the Public Review Draft IS/MND with Technical Appendices on CDs or USB drives and one (1) electronic file of the document in both MS Word and PDF formats to the City.
- This task assumes distribution of up to 25 copies of the NOI to a City-approved Distribution List.
- This task assumes the City would be responsible for any radius mailing and/or newspaper notices required for the project.

Task 7.0 | Final IS-MND, NOD, and MMRP

The task description as provided in the City's RFP is included herein, with the following clarifications:

- One (1) electronic copy of the Draft Responses to Comments in both MS Word and PDF formats will be submitted to the City for review. Subsequently, Michael Baker will prepare a revised Final Responses to Comments.
- It is noted that the extent of public and agency comments resulting from the review process is currently unknown. This task is budgeted conservatively based upon our understanding of the project (assuming a maximum of 10 comment letters, 1-3 pages in length) and assume only minor supplemental technical support may be necessary. Should the level of comments exceed our estimate or require more substantial technical analysis, Michael Baker will advise the City and submit an additional funding request.
- If necessary, Michael Baker will prepare an Errata to the Public Review Draft document for City review and approval. The Errata will identify any revised text in strikethrough and double underline, as necessary to address comments received on the Public Review Draft document.
- The City will be responsible for payment of any filing fees, including California Department of Fish and Wildlife (CDFW) fees.

Task 8a | Optional

No additional tasks are proposed at this time.

Task 8b | Optional: On-Call/As-Needed Support

No scope clarifications required. The task description as provided in the City's RFP is included herein. This task includes a broad range of environmental services for various transportation, recreational, water treatment and distribution, and reservoir replacements projects, among other projects for the City. Michael Baker understands that the City could obtain federal funding for the various projects, which would require a diligent environmental review under both NEPA and CEQA to allow for project approval. Our in-house Environmental Services staff has the resources, staff, and experience to provide the City with the full range of CEQA/NEPA services outline in the RFP. Michael Baker has retained DBE firms including TAHA (providing air quality/ greenhouse gas emissions/noise services) and Cogstone (providing cultural recourses services) to meet potential future DBE requirements. As task orders are issued by City staff, the Michael Baker team will provide a tailored scope and fee to best facilitate environmental clearance and assist the City in identifying the best project implementation approach and sequencing based upon current project data and results from previous studies.

3. SCHEDULE

The following preliminary schedule assumes authorization to proceed with the work program in February 2023. A date-specific schedule will be provided within one week after the Kickoff Meeting. This schedule assumes all project information is complete and available prior to or at the time of the Kickoff Meeting.

TASK	ESTIMATED SCHEDULE
PROJECT #1 GREENLEAF PROMENADE PROJECT	
Task 1 Agreement for Professional Services and Insurance	
Task 2 Project Management	
Task 3 Site Investigation, Data Collection, and Review	Month 1
Task 4 CEQA Project Description	Month 1
Task 5 Administrative Draft Initial Study—MND	Months 2-3
Task 6 Draft IS/MND and NOI	Months 3-4
Task 7 Final IS/MND, NOD, and MMRP	Month 4
PROJECT #2 PARNELL PARK RENOVATION PROJECT	
Task 1 Agreement for Professional Services and Insurance	
Task 2 Project Management	
Task 3 Site Investigation, Data Collection, and Review	Month 1
Task 4 CEQA Project Description	Month 1
Task 5 Administrative Draft Initial Study—MND	
5.1 Cultural Resources ¹	Months 1-3
5.2 Biological Resources	Months 1-2
5.3 Air Quality	Months 1-2
5.4 Greenhouse Gas Emissions	Months 1-2
5.5 Noise	Months 1-2
5.6 Energy	Months 1-2
5.7 Preparation of Initial Study	Month 3
Task 6 Draft IS/MND and NOI	Months 4-6
Task 7 Final IS/MND, NOD, and MMRP	Month 6
PROJECT #3 YORK FIELD STORMWATER CAPTURE PROJECT	
Task 1 Agreement for Professional Services and Insurance	
Task 2 Project Management	
Task 3 Site Investigation, Data Collection, and Review	Month 1
Task 4 CEQA Project Description	Month 1
Task 5 Administrative Draft Initial Study—MND	
5.1 Cultural Resources ¹	Months 1-3
5.2 Biological Resources	Months 1-2
5.3 Air Quality	Months 1-2
5.4 Greenhouse Gas Emissions	Months 1-2
5.5 Noise	Months 1-2
5.6 Energy	Months 1-2
5.7 Preparation of Initial Study	Month 3
Task 6 Draft IS/MND and NOI	Months 4-6
Task 7 Final IS/MND, NOD, and MMRP	Month 6

Notes: ¹ The extended schedule associated with the cultural resources analysis is associated with delays at the archival research center (South Central Coastal Information Center, or SCCIC) and Native American Heritage Commission, due to the COVID-19 pandemic and understaffing. Data requests formerly taking 2-3 weeks are now taking 8-10 weeks in many cases. This task will be expedited to the extent possible, but unfortunately cannot be completed without the SCCIC/NAHC results.

4. RELATED PROJECT EXPERIENCE

This section highlights environmental consulting projects that have been successfully managed and completed by the Michael Baker team.



WHITTIER BOULEVARD SPECIFIC PLAN AMENDMENT SUPPLEMENTAL EIR, *Whittier, California*

Michael Baker assisted the City of Whittier with preparation of a Supplemental EIR for the Whittier Boulevard Specific Plan Amendment. Whittier Boulevard serves as the City’s center for commercial, retail, and industrial development. Since adoption of the original Specific Plan, changes in the local economy and existing features along the Whittier Boulevard corridor necessitated revisions to development standards and permitted land uses along the corridor. The Specific Plan Amendment was intended to guide development within the project area to suit the needs of the surrounding community.

The Supplemental EIR analyzed a range of environmental issues, focusing on areas where amendments were made to the Specific Plan. Key issues included land use and planning, air quality, greenhouse gas emissions, noise, traffic, and public services and utilities. Michael Baker prepared detailed technical analyses to support the Supplemental EIR, including quantified air quality and noise modeling in addition to a traffic analysis.

Team Members:

Alan Ashimine, Eddie Torres, and Kristen Bogue

Completion Date:

2011 (on-time and on-budget)

Client:

City of Whittier

Contact:

Don Dooley, Planning Services Manager
562.567.9320 | ddooley@cityofwhittier.org



WHITTIER LINCOLN SPECIFIC PLAN EIR, *Whittier, California*

Michael Baker assisted the City of Whittier with preparation of an EIR for the Lincoln Specific Plan. The 76-acre project is primarily located upon the former Fred C. Nelles Youth Correctional Facility, which was originally established in 1891 and ceased operations in 2004. The site generally consists of 52 buildings, and was designated a California State Historical Landmark in 1982. The facility is also listed on the California Register of Historical Resources and was determined as eligible for listing in the National Register of Historic Places.

The proposed project implemented a Specific Plan proposing over 700 dwelling units and 200,000 square feet of commercial/retail development. Associated improvements included open space areas, roadways, utility improvements, and landscaping. Primary environmental issues associated with the project included historical resources, traffic impacts on local and regional roadways, air quality, noise, and hazardous materials.

Team Members:

Alan Ashimine, Kristen Bogue, and Eddie Torres

Completion Date:

2017 (on-time and on-budget)

Client:

City of Whittier

Contact:

Don Dooley, Planning Services Manager
562.567.9320 | ddooley@cityofwhittier.org

RELATED PROJECT EXPERIENCE



WHITTIER HOTSPOTS INTERSECTION IMPROVEMENTS IS/MND, Whittier, California

On behalf of the Los Angeles County Metropolitan Transportation Authority (Metro), Michael Baker prepared three Initial IS/MNDs for the Whittier Hotspots Intersection Improvements Project. The proposed project would focus on three study intersection locations: the Whittier Boulevard-Colima Road intersection, the Whittier Boulevard-Painter Avenue intersection, and the Whittier Boulevard-Santa Fe Springs Road intersection.

The proposed project would provide an opportunity for interagency collaboration with Metro, the Gateway Cities Council of Governments (COG), the City of Whittier, and Caltrans. Intersection capacity assessments will be conducted for concept improvements and tested as they are developed by the geometric team. Key issues addressed within the IS/MNDs include aesthetics, air quality, cultural resources, traffic/transportation, noise, hazards, and hazardous materials.

Given Whittier Boulevard's status as a State Route, the project also involves extensive coordination with Caltrans District 7 regarding environmental impact methodology, processing, and approach.

Team Members:

Alan Ashimine, Jessica Ditto, Kristen Bogue, and Eddie Torres

Completion Date:

2018 (on-time and on-budget)

Client:

City of Whittier

Contact:

Don Dooley, Planning Services Manager
562.567.9320 | ddooley@cityofwhittier.org



ALAMITOS PARK CEQA/NEPA CLEARANCE, Long Beach, California

Michael Baker assisted with preparation of a CEQA and NEPA clearance documentation for the Alamitos Park project. The project included roadway improvements at and surrounding the intersection of Martin Luther King Jr. (MLK) Avenue and 7th Street, within the southwestern portion of the City. The project proposed to vacate a portion of MLK Avenue and convert it into a public park use. The project utilized Highway Safety Improvement Program (HSIP) funds through the Federal Highway Administration, and thus required NEPA documentation through the Caltrans District 7 Division of Local Assistance.

Michael Baker prepared an extensive range of environmental technical documentation in accordance with the Caltrans Standard Environmental Reference (SER). This technical analysis pertained to air quality, noise, traffic, hazardous materials, and cultural resources, and required close consultation with Caltrans staff to complete the CEQA/NEPA documentation on an expedited schedule.

Team Members:

Alan Ashimine, Eddie Torres, and Kristen Bogue

Completion Date:

2014 (on-time and on-budget)

Client:

City of Long Beach

Contact:

Christopher Koontz, Development Services Director
562.570.6288 | christopher.koontz@longbeach.gov

RELATED PROJECT EXPERIENCE



LONG BEACH MUNICIPAL URBAN STORMWATER TREATMENT (MUST) PROJECT, Long Beach, California

Michael Baker assisted the City of Long Beach with preparation of an IS/MND for the Long Beach MUST Project. The City of Long Beach is situated at the confluence of the LA River. Currently, substantial quantities of pollutants (metals, bacteria, hydrocarbons, pesticides, and trash) enter the LA River via urban runoff and accumulate in the Long Beach Harbor. Runoff includes water draining from urban uses such as streets, parking lots, driveways, and lawns which flows through the storm drain system. Pollutants from residential, industrial, and other urban activities continue to impair the water quality of the river and the Long Beach Harbor. The proposed Long Beach MUST Project (project) would divert and convey dry-weather and “first flush” storm flows to the treatment facility prior to discharge into the LA River, resulting in water quality benefits in the project area.

Key issues addressed within the IS/MND include air quality impacts, greenhouse gas emissions, noise, hazards and hazardous materials, biological and cultural resources.

Team Members:

Alan Ashimine, Jessica Ditto Kristen Bogue, and Eddie Torres

Completion Date:

2018 (on-time and on-budget)



FOLSOM BOULEVARD COMPLETE STREET REHABILITATION PROJECT NEPA CLEARANCE, Sacramento, California

Michael Baker assisted the City of Sacramento with NEPA clearance for the Folsom Boulevard Complete Street Rehabilitation Project. The project proposes to improve Folsom Boulevard, between 65th Street and the Union Pacific Railroad (UPRR), and to the north of United States Route 50 (US-50), to accommodate new sidewalks, bicycle lanes, and a reduction in the number of vehicular travel lanes.

Due to Federal funding utilized for the project, NEPA clearance was required through the Caltrans District 3 Division of Local Assistance. Michael Baker prepared a Preliminary Environmental Study (PES) Form supported by a range of various technical studies, including a Phase I Initial Site Assessment, Visual Impact Assessment Memorandum, and Natural Environment Study-Minimal Impacts.

Team Members:

Alan Ashimine, Kristen Bogue, and Eddie Torres

Completion Date:

2014 (on-time and on-budget)

Client:

City of Long Beach

Contact:

Christopher Koontz, Development Services Director
562.570.6288 | christopher.koontz@longbeach.gov

Client:

City of Sacramento

Contact:

Phillip Vulliet, P.E., Associate Civil Engineer
916.808.5092 | pvulliet@cityofsacramento.org

5. SUB-CONSULTANTS



Terry A. Hayes Associates Inc. (TAHA) is an environmental and urban planning firm that has been providing clients with environmental impact assessment and environmental planning services since 1984. TAHA is an S-Corporation with 15 employees, including planners, environmental specialists, and administrative support. TAHA operates in one office located in Culver City, CA. TAHA is a Small Business Enterprise certified by the Los Angeles County Metropolitan Transportation Authority and Disadvantaged Business Enterprise certified by the California Public Utilities Commission.

TAHA has prepared a wide variety of documents associated with CEQA and NEPA. The staff specializes in preparing air quality, greenhouse gas emissions, and noise assessments for public works projects. These projects have included parks, sports fields, sidewalk widenings, and stormwater infrastructure. TAHA has the tools and experienced staff members who can breakdown complex documents and present them in a way that can be easily understood, facilitating decision-making, and aiding in the resolution of environmental issues or conflicts. We take pride in conducting technically complete and professional work that assists public bodies in making policy decisions and private clients in making business decisions, and provides for an informed community.

DBE/MBE/SBE/ Certifications: TAHA is certified as a Minority Business Enterprise (MBE) under the California Unified Certification Program (CUCP), and certified as a Small Business Enterprise (SBE) and a Disadvantaged Business Enterprise (DBE). All work awarded to TAHA will be 100% DBE/MBE/SBE spend.

Team Members:

- Sam Silverman
- Anders Sutherland
- Kieran Bartholow

Michael Baker & TAHA's work Experience since 2003 (5+ projects):

- TAHA—Big Bear Hilton EIR
- City of Long Beach—Long Beach Studebaker/SR-22
- Mott MacDonald—Union Road/SR46 Improve AWR5
- Orange County Transportation Authority—OCTA 605/Katella PS&E
- City of Los Angeles—I-10/Robertson Intersection Improvements

SUB-CONSULTANTS



PALEONTOLOGY - ARCHAEOLOGY - HISTORY

Cogstone Resource Management, Inc. (Cogstone) Cogstone Resource Management Inc. (Cogstone) is a California corporation and women-owned disadvantaged business enterprise (WBE/DBE #49374) that specializes in paleontology, archaeology, and history. Established in 2001, the firm maintains its headquarters in Orange, California with additional offices in Riverside, San Diego, Morro Bay, and Sacramento. For over 21 years, Cogstone has provided competent and respectful cultural and paleontological resources services to assist clients in meeting compliance requirements for federal, state, and local regulations including CEQA, NEPA, and the Section 106 of the National Historic Preservation Act (NHPA), amongst others.

As a small women-owned business, Cogstone has the flexibility and responsiveness to adapt to project changes and meet all deadlines. Cogstone offers the exemplary service only a small, adaptive firm committed to respectful cultural resources management can provide. Cogstone recognizes the importance of producing thorough and defensible work products that stand up to both industry review and legal challenge. Cogstone holds statewide Bureau of Land Management (BLM) Cultural and Paleontological Resource Use Permits and the qualifications of our staff are well recognized. We offer our clients a highly skilled team of in-house scientists and field personnel, a management staff of experienced leaders, and laboratory facilities needed for thorough scientific investigation. Key personnel meet or exceed the Secretary of the Interior's *Standards and Guidelines for Archaeology and Historic Preservation* (36 CFR Part 61) and the professional qualifications standards outlined in Attachment 1 to the Section 106 Programmatic Agreement (PA) with the Federal Highway Administration (FHWA). Key staff also meet the standards outlined in the Caltrans Standard Environmental Reference (SER) Volume 2 on cultural resources and Volume 1, Chapter 8 on paleontology.

Cogstone has served as a prime and subconsultant on hundreds of transportation projects throughout California. Cogstone's professional staff are familiar with the compliance requirements of Caltrans, the FHWA, and the Federal Transit Administration (FTA). We have addressed the impacts to cultural and paleontological resources associated with new construction or improvements for bridges, roadways, interchanges, freeways, and grade separations in urban and unincorporated environments.

DBE/WBE Certifications: Cogstone is certified as a Disadvantaged Business Enterprise (DBE) under the California Unified Certification Program (CUCP) and a Women-owned Business Enterprise (WBE) by the California Public Utilities Commission (CPUC). All work awarded to Cogstone will be 100% DBE spend.

Team Members:

- Molly Valasik
- Shannon Lopez
- Kim Scott

Michael Baker & Cogstone's work Experience since 2016 (85+ projects):

- SBCTA—Archibald Avenue Improvement Project
- City of Irvine—Venta Spur Trail Bicycle and Pedestrian Bridge over S.R. 133
- City of El Segundo—Park Place Extension EIR/EA
- City of Cathedral City—Date Palm Drive Bridge over Whitewater River
- Los Angeles County, Department of Public Works—Engineering Design and Support Services for Road and Flood Control Construction Projects
- Trabuco Canyon Water District—Alternate Raw Water Transmission Line Project
- Orange County Transportation Authority—S.R. 91 Westbound Widening Final PS&E
- San Diego Redevelopment Agency—North Park Redevelopment Plan Amendment
- City of Anaheim—Edison Right-of-Way Bikeway
- City of Riverside—Amendment No. 1.
- San Bernardino County—Hacienda at Fairview Valley EIR
- City of Riverside—Victoria Avenue Undergrounding
- City of Santa Ana—Santiago Bike Trail HPSR
- Richland Investments—Rich Haven Specific Plan

SUB-CONSULTANTS



Roux provides a broad range of advisory, regulatory, and field services that assess potential risks, assure critical compliance, and provide solutions to complex challenges.

The Roux organization applies sophisticated scientific, technical, and managerial resources to develop and implement effective, efficient, and sustainable solutions. In short, we solve our clients' most challenging issues. We do this by providing our advisory, compliance, and field services to a broad spectrum of both private and public sector clients nationwide and their associated law firms, including numerous Fortune 500 companies.

Founded over 40 years ago, Roux's foundation was built upon management and cleanup of large, complex environmental remediation projects, including Superfund sites, chemical and manufacturing plants, and petroleum refineries and distribution terminals. Today, Roux offers a much broader array of consulting services as an employee-owned company with over 300 environmental professionals in a variety of science, economic, and engineering disciplines. Roux's clients span sectors in Real Estate, Financial, Manufacturing/Industrial, Energy, Legal, Insurance, and Government/Municipal.

Our strong history with major Superfund, RCRA, and other regulatory-driven projects is now being applied to some of the most complex Brownfield redevelopment projects in the country. Moreover, our innovative Engineered Natural Systems technologies are being employed in remediation, stormwater runoff, and restoration projects in a cost-effective and sustainable fashion.

Team Members:

- Mauricio Escobar
- David DeVries

Michael Baker & Roux's work Experience since 2004 (28+ projects):

- City of San Gabriel—205 E. Valley Blvd Project
- Orange County Public Works (OCPW)—El Modena Channel Report
- Cit of Lodi—Tiny Homes, E. Lodi Ave.
- OCPW—El Modena- Channel Compliance
- OCPW—El Modena—Irvine Channel
- City of Costa Mesa—One Metro West
- City of Santa Clarita—Dockweiler Residential Development
- SPTA—Darby TC Phase I
- Berry Creek Rancheria, Tribal Environmental Plan
- City of Berkeley—1486-98 University Mixed Use
- City of Fontana—Caprock IS/EIR
- City of Manhattan Beach- Aviation-Artesia Right-Turn Lane Improvement
- City of Santa Ana—Bristol 3A Phase II ISA
- San Joaquin County—Acampo Phase II ESA
- City of Industry—14750 Nelson Ave
- Southern California Edison Company—Co26—Hawthorne ISA
- City of Santa Clarita—Canyon Country Community Center
- City of Beverly Hills—Beverly Hills Wells Treatment
- City of El Segundo—TopGolf SP & EIR
- Psomas- South Galt Safe Routes to School
- Southern California Edison Company—SEC TDBU Water Quality Sup PO2014
- City of Redondo Beach—Artesia/Aviation NB Right Turn Lane
- Efekta Group—Cabrillo Hospital Reuse
- SunEdison—Adobe Switchyard Phase I ESA
- City of Burbank—Nickelodeon CEQA Support
- City of Cathedral City—Date Palm Bridge @WWFP
- City of Brea—SR-57 & Lambert Road Inte
- City of Temecula—I-15/SR-79 South PS&E
- New Jersey Transit Corp.—Trenton Train Station CM

6. QUALIFICATIONS AND CAPABILITIES

Michael Baker is a full-service environmental, engineering, design, and construction management firm composed of more than 3,500 team members nationwide. We have had a strong California presence for over 80 years, with approximately 500 employees in 12 office locations throughout the state. Our firm provides a comprehensive range of services and solutions in support of U.S. federal, state, and municipal governments, and a wide range of commercial clients.

Michael Baker’s expertise includes environmental planning (California Environmental Quality Act/National Environmental Policy Act [CEQA/NEPA]) regulatory permitting, habitat mitigation cultural resources, and restoration design; stormwater management; water quality design and permitting; transportation, traffic, and civil engineering; surveying and mapping; geographic information systems (GIS); construction monitoring and management services; land use planning, urban design, community planning, landscape architecture, and public outreach.



ENVIRONMENTAL SERVICES

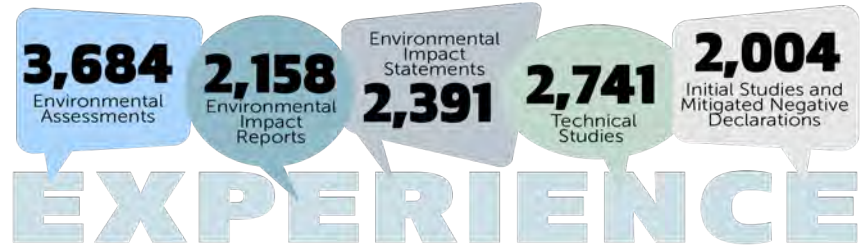
As a leader in the environmental consulting field, Michael Baker offers an extensive array of services associated with environmental compliance and documentation. Michael Baker provides evaluation for the full range of environmental effects for all types of projects, including CEQA and NEPA documentation, air quality and health risk assessments, greenhouse gas analyses, noise studies, regulatory agency permitting, biological resources, visual assessments and photo simulations, traffic studies, drainage/water quality assessments, community/socioeconomic analyses, and biological mitigation/monitoring. Our environmental compliance managers have a broad resume of project experience in mountain, coastal, urban, and rural 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 any project needed by the City.

Environmental documents prepared by Michael Baker address the full range of environmental and technical issues, with in-house specialists providing technical evaluation for traffic and transportation, flood control and drainage, air quality, climate change, noise, land use, socioeconomics, utilities and services, energy conservation, visual and aesthetic effects, relevant planning, Phase I hazardous materials, neighborhood and construction effects, landform modification, agricultural suitability and many other environmental issue areas. Michael Baker draws upon the profession’s leading subconsultants for specialized cultural and geotechnical studies to build a multi-disciplinary team of environmental analysts.

QUALIFICATIONS AND CAPABILITIES—FIRM INFORMATION

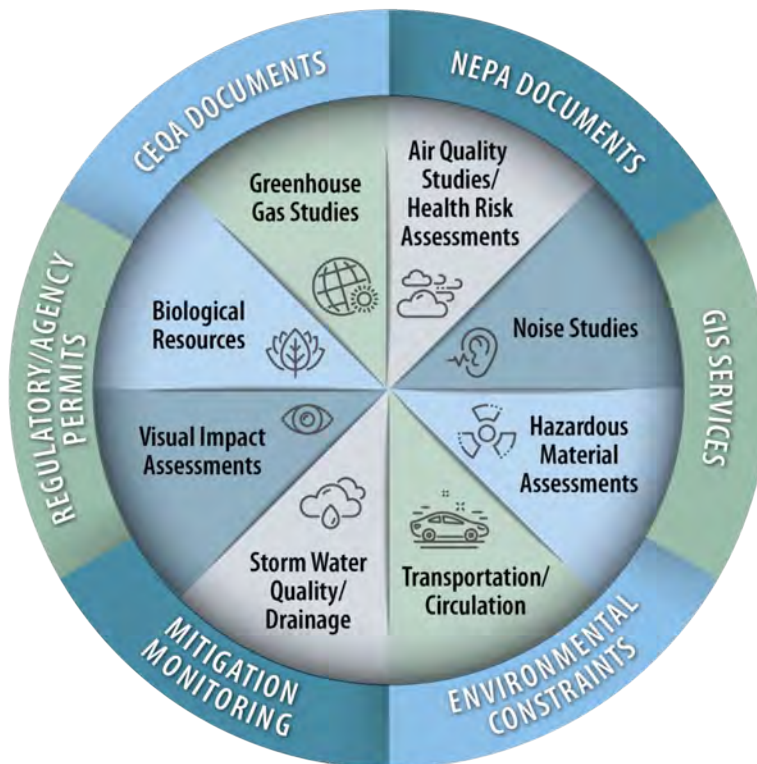
UNIQUELY RELEVANT CHARACTERISTICS

As a full-service, multi-disciplinary consulting firm, Michael Baker possesses the full spectrum of services that make it uniquely qualified to provide environmental services to the City. Several key advantages that set the Michael Baker team apart from its competitors are described below.



Unparalleled Local Experience: Michael Baker has had the opportunity to work with the City on The Whittier Boulevard Intersection Environmental Clearance, Lincoln Specific Plan EIR, Whittier Boulevard Specific Plan Amendment EIR and the Whittier Hotspots Intersection Improvement. These projects included CEQA documentation and associated technical studies, resource agency consultation and permitting, mitigation support, and construction monitoring. This local experience will allow Michael Baker to “hit the ground running” with momentum on this residential project.

Full Service CEQA Support Capabilities: Michael Baker possesses a full range of CEQA support services. All under a single roof, Michael Baker is capable of preparing all aspects of the environmental document without the need for subconsultants.



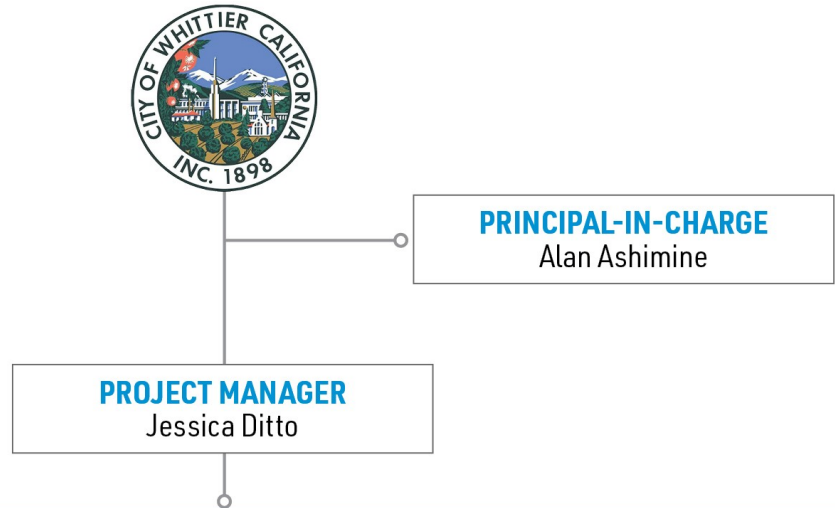
Ability to React Quickly to Requests and Offer Competitive Fees: We have assembled an exceptional team of professionals, many with years of experience working in the City of Whittier, with the capabilities to initiate the CEQA document for this residential project immediately. Not only can the Michael Baker team provide defensible, technically-accurate CEQA documentation, but we can also mobilize quickly and cost-efficiently for the following reasons: 1) Michael Baker possesses a diverse team of in-house technical specialists; and 2) we have provided environmental services to California clients for 40 years, giving us a unique understanding of the project area and a proven track record for successful completion of the environmental clearance process.

QUALIFICATIONS AND CAPABILITIES—ORGANIZATIONAL CHART

The Michael Baker team is identified in the organizational chart below.

SUBCONSULTANTS

- 1 - TAHA - Air Quality/Greenhouse Gas/Noise *DBE
- 2 - Cogstone - Cultural *DBE
- 3 - Roux - Phase II Testing



<u>ENVIRONMENTAL ANALYSIS</u> Allison Beauregard Jessie Kang Winnie Woo	<u>BIOLOGICAL SERVICES</u> Art Popp Ryan Winkleman, CSE	<u>STORMWATER CAPTURE</u> Hans Tremmel, PE, QSD/QSP
<u>AIR QUALITY/GREENHOUSE GAS EMISSIONS/ENERGY/NOISE</u> Eddie Torres, INCE Zhe Chen, LEED GA	<u>CULTURAL/PALEONTOLOGICAL/ TRIBAL RESOURCES</u> Margo Nayyar Marc Baherec, PhD, RPA	

ON-CALL/AS-NEEDED SUPPORT

On-call staff are additive to staff shown above; all staff shown on the organization chart will be available, as needed.

<u>TRANSPORTATION/VMT</u> Carla Dietrich, PE, PTOE	<u>HABITAT RESTORATION</u> Anisha Malik, SITES AP, CERP	<u>AIR QUALITY/GREENHOUSE GAS/NOISE</u> Sam Silverman ¹ Anders Sutherland ¹ Kieran Bartholow ¹	<u>HISTORIC/ARCHAEO/PALEO</u> Molly Valasik, MA, RPA ² Shannon Lopez, MA ² Kim Scott, MS ²
<u>BIOLOGICAL</u> Tom Millington	<u>FLOODPLAIN</u> Brad Losey, PE	<u>COMMUNITY IMPACTS/ RELOCATION IMPACTS</u> Renee Gleason	<u>PHASING II TESTING</u> Mauricio Escobar, PG ³ David DeVries, CH, CPG ³
<u>FOCUSED SURVEYS</u> Ryan Winkleman, CSE	<u>WATER QUALITY</u> Nora Jans, LEED AP	<u>SECTION 4(f)</u> Jessica Ditto	
<u>WETLAND DELINEATION/ REGULATORY PERMITTING</u> Richard Beck, CEP, PWS, CPESC, CERP	<u>VISUAL/HAZARDOUS MATERIALS</u> Kristen Bogue		

QUALIFICATIONS AND CAPABILITIES—KEY MEMBERS

The following team members will be assigned to the City of Whittier projects and have the availability to complete assigned tasks with highest priority and production. Brief summaries of their qualifications have been provided as follows. Additional resources have been identified on the organizational chart under the as needed tasks.



Alan Ashimine, Principal-In-Charge. 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. Mr. Ashimine’s 22 years of experience has focused on preparation of environmental and planning studies for public and private sector clients under CEQA and NEPA. He has extensive experience in the research, analysis, and writing of environmental documentation for a variety of projects

Availability: 45%

involving 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. Using his broad background and understanding of environmental constraints, Mr. Ashimine provides detailed, legally sound CEQA/NEPA compliance review and environmental documentation.

- Whittier Boulevard Specific Plan Amendment Supplemental EIR, Whittier, CA
- Whittier Hotspots Intersection Improvements IS/MND, Whittier, CA
- Whittier Lincoln Specific Plan EIR, Whittier, CA
- Alamitos Park CEQA/NEPA Clearance, Long Beach, CA



Jessica Ditto, Project Manager. Ms. Ditto provides assistance for public and private sector clients in the preparation of environmental and planning studies under CEQA and NEPA. As an environmental analyst, Ms. Ditto’s primary responsibilities include the preparation of environmental documents (IS, MND, EIR, and EA) for various environmental planning projects. Projects range from infrastructure, industrial, redevelopment, and residential uses. Project responsibilities typically include research, analysis, and writing of environmental documents for compliance with federal, state, and local impact assessment criteria. Ms. Ditto also has 10

Availability: 75%

years of experience preparing environmental documentation for local and regional transportation projects ranging from CEQA/NEPA studies for locally-funded roadways, federally-funded roadways through Caltrans Local Assistance, and project on the State Highway System.

- Whittier Boulevard Intersection Environmental Clearance, Whittier, CA
- Long Beach Municipal Urban Stormwater Project Environmental Services, Long Beach, CA
- Whittier Hotspots Intersection Improvements IS/MND, Whittier, CA
- Citywide Safe Routes to School Sidewalk Gap Closure Project, Anaheim, CA

QUALIFICATIONS AND CAPABILITIES—KEY MEMBERS



Art Popp, Senior Biologist. Art Popp’s qualifications as a biologist and project manager include 27 plus years of experience as a botanist, aquatic ecologist, and wetland specialist. Mr. Popp has experience in conducting general vegetation surveys, focused surveys for sensitive plant species, aquatic bioassessments, and wetland determinations. He has assisted clients in understanding and complying with regulations that govern impacts to sensitive biological resources and provided options that may avoid or minimize such impacts, permitted the activities that propose impacts, and coordinated mitigation projects that satisfy both the client and regulatory agencies.

Availability: 50%

Mr. Popp’s experience in the consulting field involves designing, conducting, and managing projects for private landowners, utility companies, municipalities, regulatory agencies, and non-profit resource conservation groups. He has served as project manager and led efforts on utility, transportation, and renewable resource development projects, and habitat restoration projects. He has overseen projects from field surveys and technical reports through CEQA/NEPA processes.

- Studebaker Road at S.R. 22 Improvements, Long Beach, CA
- Groundwater Replenishment Project, Los Angeles, CA
- Silver Lake Reservoir Complex Biological Surveys, Los Angeles, CA



Hans Tremmel, PE, QSD/QSP, Senior Project Manager—Stormwater. Hans Tremmel has 27 years of experience in planning, engineering, and construction of flood control and water resource solutions in Southern California. He is engaged as the Principal-In-Charge for the design and construction of hydrodynamic separator systems at each of the University of California Los Angeles’ three large diameter storm drains. Mr. Tremmel utilizes systems and forwarded thinking to ensure projects and teams are aligned to adjust to risks while meeting scope, schedule, budget, and quality commitments.

Availability: 45%

- Inverted Siphon and Sludge Main Improvement Project
- Green Alley Master Plan, Los Angeles, CA
- Cogswell Reservoir, Sediment Removal, Los Angeles, CA
- Solar Development Conceptual Design, Bear Valley, CA



Eddie Torres, INCE, Air Quality/GHG, Energy, Noise Specialist. Mr. Torres oversees and prepares Environmental and Planning studies for public and private sectors clients, under CEQA and NEPA. Mr. Torres’ responsibilities also include staff training, public hearing presentations, and coordination of our extensive in-house team of experts as well as various subcontractors. Mr. Torres draws on his broad background and understanding of environmental constraints to provide technical and CEQA compliance review and environmental documentation, in addition to research, analysis, and writing. For over 24 years, Mr. Torres has managed a wide range of environmental planning projects, including environmental documents for major infrastructure and land development projects, air quality and noise studies, highly controversial hillside development projects, state-of-the-art visual analyses, facility siting and due diligence studies, and coastal development projects.

Availability: 45%

Mr. Torres also serves as the Director of Technical Studies, with a specialty in Acoustics, Air Quality, Climate Change, and Visual Impact Assessments. Mr. Torres leads Michael Baker’s efforts to be at the forefront of Global Climate Change studies. Mr. Torres has prepared numerous analyses that are consistent with climate change legislation such as Assembly Bill 32, Senate Bill 97, Executive Order S-3-05, and Senate Bill 375. In addition to analyzing climate change impacts. Mr. Torres has led the development of numerous greenhouse gas inventory models which calculate greenhouse gas emissions from such sources as vehicular traffic, stationary sources, electricity consumption, water consumption, wastewater treatment, and construction processes.

- Whittier Boulevard Specific Plan Amendment Supplemental EIR, Whittier, CA
- Whittier Lincoln Specific Plan EIR, Whittier, CA
- Whittier Hotspots Intersection Improvements IS/MND, Whittier, CA
- Alamitos Park CEQA/NEPA Clearance, Long Beach, CA

QUALIFICATIONS AND CAPABILITIES—KEY MEMBERS



Availability: 45%

Margo Nayyar, Cultural Resources Specialist. Ms. Nayyar is a senior architectural historian with cultural management experience in California, Nevada, Arizona, Idaho, Texas and Mississippi. Her experience includes built environment surveys, evaluation of historic-era resources using guidelines outlined in the National Register of Historic Places and the California Register of Historical Resources, and preparation of cultural resources technical studies pursuant to CEQA and Section 106 of the National Historic Preservation Act (NHPA) including identification studies, finding of effect documents, memorandum of agreements, programmatic agreements, and Historic American Building Survey/Historic American Engineering Record/Historic American Landscape Survey HABS/HAER/HALS mitigation documentation. She prepares cultural resources environmental document sections for CEQA environmental documents including infill checklists, initial studies, and environmental impact reports (EIR), as well as NEPA environmental documents including environmental impact statements and environmental assessments. She also specializes in municipal preservation planning, historic preservation ordinance updates, Native American consultation, and provision of Certified Local Government (CLG) training. She develops Survey 123 and Esri Collector applications for large-scale historic resources surveys, and authors National Register nomination packets. Ms. Nayyar meets the Secretary of the Interior’s Professional Qualification Standards for history and architectural history and manages a team of archaeologists, architectural historians, and paleontologists.

- Ephemeral Washes Environmental Planning Project, Victorville, CA
- La Serena and Calle Roundabouts, Riverside County, CA
- West Creek Park Rehabilitation Project, Santa Clarita, CA

TEAM MEMBER	EDUCATION	RELEVANT EXPERIENCE
Allison Beauregard Environmental Associate 3 Years of Experience	M.U.P., Urban Planning, California State University, Northridge; B.A., English, University of Vermont	<ul style="list-style-type: none"> • S.R. 46 Environmental Assessment, Paso Robles, CA • Viewridge Road Stormwater Improvements Project, Los Angeles, CA • Figueroa Property Remediation and Park Project, Los Angeles, CA
Jesse Kang Environmental Associate 3 Years of Experience	B.S., Environmental Studies, San Jose State University	<ul style="list-style-type: none"> • Perris Valley Channel Lateral B Stage 4, Riverside County, CA • Scattergood Generating Station Units 1 and 2 Green Hydrogen-Ready Modernization Project, Los Angeles, CA • Whittier Narrows Operable Unit Treatment for Drinking Water End Use Project, Los Angeles, CA
Winnie Woo Environmental Associate 4 Years of Experience	B.S., Environmental Science & Policy, Chapman University; B.A., Philosophy, Chapman University	<ul style="list-style-type: none"> • Canyon Loop Trail, Diamond Bar, CA • South Norco Channel Stage 2 Improvement Project, Norco, CA • Coachella Campus Fire and Irrigation System Improvements Design-Build, Coachella, CA
Ryan Winkleman, C.S.E. Task Lead-Biology 18 Years of Experience	B.S., Ecology and Evolution, University of California, Irvine	<ul style="list-style-type: none"> • Interstate 605 Corridor Improvement Project, Los Angeles, CA • Earvin "Magic" Johnson Recreation Master Plan, Los Angeles, CA • Freeway Trail Lighting Project, Irvine, CA
Zhe Chen, LEED Green Associate AQ/GHG/Noise/Energy Specialist 8 Years of Experience	M.B.A., Business Administration, University of California, Irvine; M.S., Environmental Science and Engineering, Stanford University; B.S., Chemistry, Peking University	<ul style="list-style-type: none"> • Tumbleweed Energy Storage Project Technical Studies. Kern County, CA • 3700 Riverside Drive Mixed-Use Project Environmental Impact Report, Burbank, CA • Providence Pointe Specific Plan EIR Addendum. Fontana, CA
Marc Beherec, Ph.D., R.P.A. Archaeologist 22 Years of Experience	Ph.D., Anthropology/ Archaeology, University of California, San Diego; M.A., Anthropology/ Archaeology, University of California, San Diego; B.A., Anthropology, University of Texas, Austin	<ul style="list-style-type: none"> • Beacon Street Temporary Homeless Shelter Caltrans Documents, Los Angeles, CA • Active Transportation Program Caltrans Technical Documents, Los Angeles, CA • Clea Street Industrial Tilt-Up Project, Downey, CA

7. REFERENCES

City of Long Beach

Projects Completed in Last 5 Years:

- Alamitos Battery Energy Storage System IS/MND
- Cal Water Well and Treatment Plan IS/MND
- City of Long Beach Building Standards Code Amendment IS/ND
- Carnival Cruise Terminal Improvement Project IS/MND
- Municipal Urban Stormwater Treatment (MUST) IS/MND

Amy Harbin, Planner

411 W. Ocean Blvd, 3rd Floor, Long Beach, CA 90802
562.570.6872 | Amy.harbin@longbeach.gov

Project Description: Michael Baker has provided environmental services for a diverse range of projects within the City, including private utility facilities (powerplant and water system upgrades) and City-owned infrastructure including stormwater facilities and a cruise terminal at the Port of Long Beach. Michael Baker also provided environmental documentation for a City-wide Building Standards Code amendment affecting building standards throughout the City.

List of Services Provided: Air quality, greenhouse gases, noise, cultural, water quality, hydrology, biological, transportation, aesthetics/visual, and preparation of CEQA documentation.

City of Lancaster

Projects Completed in Last 5 Years:

- Lancaster Vehicle Miles Traveled Mitigation Program EIR
- State Route 14/Avenue G Interchange Improvements IS/MND

Jocelyn Swain, Senior Planner

44933 Fern Avenue, Lancaster, CA 93534
661.723.6249 | jswain@cityoflancasterca.gov

Project Description: Michael Baker has provided environmental services for the Lancaster Vehicle Miles Traveled Program EIR, which created a mechanism for development projects to mitigate project impacts related to VMT. Michael Baker also provided environmental documentation for an interchange improvement project at SR-14/Avenue G, working closely with Caltrans (CEQA lead agency).

List of Services Provided: Air quality, greenhouse gases, noise, cultural, water quality, biological, transportation, aesthetics/visual, and preparation of CEQA documentation.

City of Rancho Cucamonga

Projects Completed in Last 5 Years:

- Haven and Arrow EIR Peer Review
- Phelan Industrial IS/MND Peer Review
- Foothill Center CEQA Compliance Memo
- Rancho Cucamonga GPA Addendum

Jennifer Nakamura, Management Analyst II

10500 Civic Center Dr., Rancho Cucamonga, CA 91730
909.774.4324 | Jennifer.nakamura@cityofrc.ur

Project Description: Michael Baker has provided environmental services for the Phelan Industrial Project, which covered 11.73 acres. Michael Baker also provided environmental documentation for a 200,175 square foot complex for office, commercial, and medical use for the Haven and Arrow EIR Peer Review.

List of Services Provided: Air quality, greenhouse gases, noise, cultural, water quality, biological, transportation, aesthetics/visual, and preparation of CEQA documentation.

8. CERTIFICATE OF LIABILITY INSURANCE AND AGREEMENT ACKNOWLEDGEMENT

Michael Baker has reviewed and accepts the Professional Services Agreement as in the Proposal. Below is proof of liability insurance pursuant to the City's PSA.

ACORD®		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:					
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 VVO	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GLO419728101	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	<input checked="" type="checkbox"/> 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 checked="" type="checkbox"/> EXCESS LIAB 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) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC419728201 AOS	08/30/2022	08/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
C				WC419728501 WI	08/30/2022	08/30/2023	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 Claims Made SIR applies per policy terms & conditions	08/30/2022	08/30/2023	Per claim	\$5,000,000
							Aggregate	\$5,000,000
							SIR/deductible	\$200,000
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 <i>Aon Risk Services Central, Inc.</i>				

Holder Identifier :

Certificate No : 570094924119



9. FEE PROPOSAL

Direct Rate	AA \$104.65	JD \$54.86	MN \$88.00	RW \$63.74	ZC \$58.00	XX \$61.00	XX \$53.57	JP \$44.75	RP \$46.63	AB \$41.26	JC \$49.92			
TASK	Project Director	Project Manager	Senior Technical Manager	Technical Manager	Technical Specialist	Assoc. Planner	Project Coordinator	Asst. Planner	Staff Planner	Planning Aide	Project Planner	MBI Staff Hours	MBI FEE	Total Cost
	290	250	240	190	165	175	150	125	135	115	140			
Project #1 Greenleaf Promenade Project														
Task 1 Agreement for Professional Services and Insurance														
Task 2 Project Management	12	16	6									34	\$8,920	\$8,920
Task 3 Site Investigation, Data Collection, and Review			4						8			12	\$1,880	\$1,880
Task 4 CEQA Project Description	2	4							18			24	\$3,650	\$3,650
Task 5 Administrative Draft Initial Study - MND	5	16	18					4	66			109	\$17,900	\$17,900
Task 6 Draft IS/MND and NOI	3	4	4						20			31	\$5,130	\$5,130
Task 7 Final IS/MND, NOD, and MMRP	3	4	4						25			36	\$5,705	\$5,705
													\$1,200	\$1,200
TOTAL HOURS	25	44	36	0	0	0	0	0	4	137	0	246		
*Percent of Total Labor (Hours)	10.2%	17.9%	14.6%	0.0%	0.0%	0.0%	0.0%	0.0%	1.6%	55.7%	0.0%	100.0%		
SUBTOTAL LABOR COSTS	\$7,250	\$11,000	\$8,640	\$0	\$0	\$0	\$0	\$0	\$540	\$15,755	\$0		\$43,185	\$43,185
TOTAL COSTS													\$44,385	\$44,385

Project #2 Parnell Park Renovation Project														
Task 1 Agreement for Professional Services and Insurance														
Task 2 Project Management	12	32	4									48	\$12,440	\$12,440
Task 3 Site Investigation, Data Collection, and Review		2	4						8			14	\$2,380	\$2,380
Task 4 CEQA Project Description	4	8	6						20			38	\$6,900	\$6,900
Task 5 Administrative Draft Initial Study - MND														
5.1 Cultural Resources		2	8			22	36		6	40	6	120	\$17,920	\$17,920
5.2 Biological Resources		2	2	24				30	6			64	\$10,100	\$10,100
5.3 Air Quality		2			33							35	\$5,945	\$5,945
5.4 Greenhouse Gas Emissions		2			27				4	55	5	29	\$4,955	\$4,955
5.5 Noise		2			45							47	\$7,925	\$7,925
5.6 Energy		2			18							20	\$3,470	\$3,470
5.7 Preparation of Initial Study	6	16	10		12			4	36		2	108	\$17,685	\$17,685
Task 6 Draft IS/MND and NOI	6	4	6	4	8	4	4	4	36	36	2	62	\$9,920	\$9,920
Task 7 Final IS/MND, NOD, and MMRP	6	8	4									58	\$9,500	\$9,500
													\$2,500	\$2,500
TOTAL HOURS	34	82	44	24	147	22	36	30	16	195	13	643		
*Percent of Total Labor (Hours)	5.3%	12.8%	6.8%	3.7%	22.9%	3.4%	5.6%	4.7%	2.5%	30.3%	2.0%	100.0%		
SUBTOTAL LABOR COSTS	\$9,860	\$20,500	\$10,560	\$4,560	\$24,255	\$3,850	\$5,400	\$3,750	\$2,160	\$22,425	\$1,820		\$109,140	\$109,140
TOTAL COSTS													\$111,640	\$111,640

FEE PROPOSAL

TASK	Project Director	Project Manager	Senior Technical Manager	Technical Manager	Technical Specialist	Assoc. Planner	Project Coordinator	Asst. Planner	Staff Planner	Planning Aide	Project Planner	MBI Staff Hours	MBI FEE	Total Cost
	290	250	240	190	165	175	150	125	135	115	140			
Project #3 York Field Stormwater Capture Project														
Task 1 Agreement for Professional Services and Insurance														
Task 2 Project Management	14	36	6									56	\$14,500	\$14,500
Task 3 Site Investigation, Data Collection, and Review		2	4							8		14	\$2,380	\$2,380
Task 4 CEQA Project Description	6	8	6							22		42	\$7,710	\$7,710
Task 5 Administrative Draft Initial Study - MND														
5.1 Cultural Resources		2	8			16	22		4	37	4	93	\$13,875	\$13,875
5.2 Biological Resources		2	4	24				32	6			68	\$10,830	\$10,830
5.3 Air Quality		2			33							35	\$5,945	\$5,945
5.4 Greenhouse Gas Emissions		2			27							29	\$4,955	\$4,955
5.5 Noise		2			45							47	\$7,925	\$7,925
5.6 Energy		2			18							20	\$3,470	\$3,470
5.7 Preparation of Initial Study	4	16	10		16				4	60	5	115	\$18,340	\$18,340
Task 6 Draft IS/MND and NOI	4	6	8		12					46	2	78	\$12,130	\$12,130
Task 7 Final IS/MND, NOD, and MMRP	8	8	4		4					38		62	\$10,310	\$10,310
													\$2,750	\$2,750
TOTAL HOURS	36	88	50	24	155	16	22	32	14	211	11	659		
*Percent of Total Labor (Hours)	5.5%	13.4%	7.6%	3.6%	23.5%	2.4%	3.3%	4.9%	2.1%	32.0%	1.7%	100.0%		
SUBTOTAL LABOR COSTS	\$10,440	\$22,000	\$12,000	\$4,560	\$25,575	\$2,800	\$3,300	\$4,000	\$1,890	\$24,265	\$1,540		\$112,370	\$112,370
TOTAL COSTS													\$115,120	\$115,120

AA = Alan Ashimine
 JD = Jessica Ditto
 MN = Margo Nayyar
 RW = Ryan Winkleman
 ZC = Zhe Chen
 XX - XX
 XX - XX
 JP = John Parent
 RP = Ryan Phaneuf
 AB = Allie Beauregard
 JC = Jeanette Cappiello

Note: All work will be performed on a Fixed Fee basis. 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 either on a percentage basis using milestones or by monthly billing, as determined by the Client. The Michael Baker project manager reserves the right to make adjustments to staff allocations as necessary within the overall budget.

FEE PROPOSAL

HOURLY RATE SCHEDULE SUMMARY

MBI

CLASSIFICATION	RATE
Senior Principal	\$350
Principal	\$325
Senior Project Director	\$300
Project Director	\$290
Program Manager	\$280
Senior Project Manager	\$265
Project Manager	\$250
Senior Technical Manager	\$240
Principal Engineer/Planner	\$225
Senior Technical Specialist	\$215
Senior Engineer/Planner	\$200
Technical Manager	\$190
Associate Engineer/Planner	\$175
Technical Specialist	\$165
Project Coordinator	\$150
Project Engineer/Planner	\$140
Engineer/Planner	\$135
Staff Engineer/Planner	\$130
Assistant Engineer/Planner	\$125
Engineering/Planning Aide	\$115
Project Assistant	\$105
Office Support/Clerical	\$95

Note: Reproduction, messenger service, and other direct expenses will be charged as direct costs. A subconsultant management fee of 15% will be added to the direct cost of all subconsultant services to provide for the administration, subconsultant consultation and insurance.

TAHA

CLASSIFICATION	RATE
Senior Associate	\$215
Lead Air Quality/GHG Specialist	\$145
Lead Noise Specialist	\$115

COGSTONE

CLASSIFICATION	RATE
Program Director	\$185
Principal Investigator III (Paleontology)	\$155
Principal Investigator III (Archaeology)	\$155
Principal Investigator II (Paleontology)	\$140
Architectural Historian	\$115

ROUX

CLASSIFICATION	RATE
Officer	\$300 - \$400
Principal	\$275 - \$375
Director	\$245 - \$300
Senior	\$190 - \$295
Project	\$150 - \$195
Staff	\$125 - \$155
Technician	\$90 - \$140
Drafting	\$95 - \$140
Project Support	\$95 - \$165
Word Processing/Document Production	\$70 - \$110

Note: Labor rates will increase annually by four percent (4%), rounded up to the nearest dollar, effective January 1st of each calendar year. Labor rates do not include all reasonable travel and living expenses, vehicle mileage, express freight, and those items purchased solely for the project.



City of Whittier

Public Works Department
13230 Penn Street, Whittier, California 90602-1772
(562) 567-9500 Fax (562) 567-2870

ADDENDUM NO. 1

RFP – Environmental Consulting Services

January 31, 2023

TO: ALL POTENTIAL BIDDERS OF RECORD

This Addendum form is part of the contract documents for the above mentioned project to correct, add, modify and clarify noted below and shall be part of the specification. Bidder shall notify all affected trades of this change. Portions of the contract documents not in the Addendum shall remain in force.

CHANGES TO THE PLANS/ SPECIFICATIONS:

1. CHANGE OF PROPOSAL DUE DATE: The date of proposals due will be changed from Wednesday, February 1, 2023 at 5:00 PM to **Thursday, February 2, 2023 at 5:00 PM.**

RESPONSE TO RFIs:

Question #1: Does the City anticipate issuing a master services agreement to the awarded consultant(s) for the current project(s) or does the City intend to issue individual contracts per project?

Answer: Individual agreements.

Question #2: Does the City intent for the same rates to be used for the three current projects as well we future ones (Task 8/projects listed on page 10)?

Answer: Yes.

Question #3: Please confirm that all projects (the three included in the RFQ and the potential projects that could be a part of the on-call) will be lump sum fixed fee budgets?

Answer: Not to exceed.

Question #4: Are the three current projects subject to cost-plus fixed fee rate (e.g., federal funding/Local Assistance rates)?

Answer: No.

Question #5: Does the city require cost-plus rates for future projects (like those listed on page 10)?

Answer: No.

Question #6: Item “Section 8-Certificate of Insurance and Agreement Acknowledgement” on page 6 of the RFP – do you want proof of insurance from the subconsultants (if any) as well as the Prime Consultant?

Answer: No.

Question #7: Are resumes included in the 35-page limit or can they be attached as an appendix (outside of the 35-page limit)?

Answer: 35 pages is the limit.

Question #8: Will the City include water quality features as part of Project #2 (the Parnell Park renovation project)?

Answer: Yes, water quality features will be art of project #2.

Question #9: Regarding the RFP for Environmental Consulting Services, can you please specify if all 3 projects and the SOQ are required to submit, or can a firm choose which of the projects they would like to submit for. For example, can we submit for Project #1 only?

Answer: Yes, one proposal for 3 projects..

Question #10: The RFP includes a 35 page limit for the proposal. Would the City be agreeable to include the Optional Tasks (8a and 8b) as an appendix to the proposal? What about resumes; can full resumes be included in an appendix?


Answer: 35 page limit.

Question #11: Do any of the three identified projects have federal funding? If so, does the City need NEPA clearance for any of them?

Answer: No.

Question #12: Are you looking for a On-Call proposal with our just our experience and fee rates and the two IS/MNDs and the one EIR are just sample projects at this time, or are you looking for an actual cost proposal to address the three project sites (two IS/MND's cost proposals and one EIR cost proposal).

Answer: Proposal for 3 projects. Not an on-call proposal.




Kyle Cason, Director of Public Works

1/31/23

DATE

The undersigned hereby certifies that he or she has received Addendum Number 1.



NAME

2/2/2023

DATE

This acknowledgment receipt shall be submitted with the bid proposal forms.