

AGREEMENT FOR THE PROVISION OF
PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES FOR A PRIVATE
PROJECT

This agreement for the provision of professional environmental consulting services ("Agreement") is made and entered into this 12th day of August, 2020 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Michael Baker International, Inc. ("Consultant"), who are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant to provide professional environmental consulting services for City (the "Services").
- 1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services under similar circumstances.

ARTICLE 2 – SERVICES OF CONSULTANT

- 2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," titled "Scope of Services," including a project schedule, which is attached hereto and incorporated herein by reference.
- 2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.
- 3.2 City designates Brian Desatnik, City's Development Services Director, or his designee, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

- 4.1 Consultant shall perform and complete the Services in a prompt and diligent manner in accordance with the mutually approved schedule set forth in Exhibit "B," titled "Project

Schedule,” which is attached hereto and incorporated herein by reference. The Services shall commence on the Effective Date of this Agreement and be completed on or before January 31, 2021.

- 4.2 If Consultant’s Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to the City, consistent with City Council adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

- 5.1 The total compensation for Consultant’s performance of the Services shall not exceed the amount one hundred thirteen thousand one hundred sixty three dollars (\$113,163). City shall pay Consultant on a time and materials basis, up to the not to exceed amount, in accordance with Exhibit “C,” titled “Project Costs and Hourly Rates,” which is attached hereto and incorporated herein by this reference.
- 5.2 Consultant shall submit an invoice to City describing the Services performed, the dates the Services were performed, and the number of hours spent and by whom, upon completion of the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant’s invoice.
- 5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class certified, registered or express mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

City:

Brian Desatnik, Director
Development Service Department
35 Cajon Street, Ste. 20
P.O. Box 3005 (mailing)
Redlands, CA 92373
bdesatnik@cityofredlands.org
(909) 798-7555

Consultant:

Darren Riegler
Senior Vice President
Michael Baker International
3536 Concourses, Suite 100
Ontario, CA 91764
(909) 974-4961

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements

evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

- A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier reasonably acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall execute and provide City with Exhibit "D," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference prior to performance of the Services.
 - B. Comprehensive General Liability insurance with carriers reasonably acceptable to City in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
 - C. Business Auto Liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
 - D. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall require any sub-consultant hired to comply with the City's insurance requirements to the same extent as Consultant prior to any Services being performed by the assignee or subcontractor.
- 6.2 Consultant shall, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

- 7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and

represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

- (i) approve a rate, rule or regulation, or adopt or enforce a City law;
- (ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
- (iii) authorize City to enter into, modify or renew a contract;
- (iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
- (v) grant City approval to a plan, design, report, study or similar item;
- (vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement. City shall not assign this Agreement, except with the prior written approval of Consultant. Neither party shall unreasonably withhold, delay or condition such approval.

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set

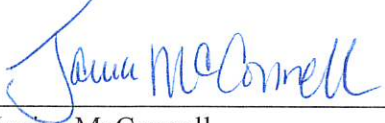
forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

- 8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to and including the date of termination.
- 8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available upon reasonable advance notice and at reasonable times for examination by City at the office of Consultant.
- 8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.
- 8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

- 8.9 Neither Party shall have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.
- 8.10 Neither Party shall have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the other Party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS


Janice McConnell,
Assistant City Manager

MICHAEL BAKER INTERNATIONAL, INC.

 Tanya Blezikjian, VP, for:
Darren Riegler, Senior Vice President

ATTEST:


Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

SCOPE OF WORK

Our approach to preparing the CEQA document for the Citrus Valley Specific Plan is to first and foremost work collaboratively with City staff to prepare documentation that satisfies CEQA requirements, aids the City in the decision-making process, and follows an efficient and effective project delivery process. To accomplish these objectives, our approach is founded on the following principles:

1. Conduct a technically adequate and complete environmental analysis including reviews of applicant provided studies.
2. Create a reader-friendly CEQA document that utilizes a combination of narrative, tables, and exhibits to help the reader understand the environmental consequences of the project.
3. Establish and achieve a milestone/critical path project schedule.
4. Openly communicate with staff to ensure the City's desires are met and expectations are exceeded.

Our team will prepare an Initial Study (IS) analyzing the potential impacts of the proposed Citrus Valley Specific Plan in order to determine the appropriate CEQA document for the project. Following preparation of the IS, if it is found that a Mitigated Negative Declaration (MND) would be sufficient to comply with CEQA, we will complete finalize the preliminary technical work to complete the initial study document and prepare the Notice of Availability and MND cover sheet for the Initial Study. Should the analysis find that an Environmental Impact Report (EIR) is warranted, we will prepare an EIR, which will include all the components required by CEQA, including a summary, a project description, a description of the environmental setting, a discussion of both project-specific and cumulative environmental impacts (by topic), and mitigation measures. In addition, an alternatives analysis in which up to three alternatives (including the No Project Alternative) will be considered. The EIR will be prepared in accordance with the most recent Guidelines for the Implementation of CEQA, applicable CEQA case law, and City guidelines.

TASK 1: PROJECT INITIATION AND PROJECT DESCRIPTION

Task 1.1: Project Initiation

Michael Baker will conduct an initial project kickoff meeting with the City, and project applicant if desired by the City, to ensure agreement on the basic project elements and define the project description/site plan. Michael Baker will review related previously adopted CEQA documents and other relevant available information related to the project and conduct a site visit to document the existing condition.

Task 1.2: Literature/Record Research and Project Description

Michael Baker, upon completion of the kickoff meeting, will obtain and review data for the analysis of project-relevant policies and documentation, as well as from local, state, and federal agencies, which may be affected by the project. This information, along with data and information available from the City and the applicant, will become part of the foundation for the environmental documents. Michael Baker will prepare a draft project description for review and comment by City staff. After receiving comments and making the appropriate changes, we will submit a revised version of the project description, which will be the basis for the project's environmental analysis and project technical studies.

TASK 2: TECHNICAL STUDIES AND ADMINISTRATIVE DRAFT INITIAL STUDY

In order to determine if the proposed project will result in significant impacts, Michael Baker recommends the preparation of an IS as well as analysis for technical topical areas to satisfy CEQA requirements. This initial phase will allow the City and Applicant know the anticipated CEQA document early in the process which will reduce the overall project timeline. Key areas of focus for the preliminary analysis will be transportation and traffic, air quality, greenhouse gas emissions, energy, and biological resources. Studies provided by the Applicant will be reviewed for adequacy for compliance with CEQA and other regulatory requirements (i.e. CDFW protocols). The Traffic Impact Analysis will undergo a complete peer review which delves into the assumptions, methodologies, and verification of modeling inputs and outcomes.

Task 2.1: Traffic Impact Analysis Peer Review

The Traffic Impact Analysis peer review will determine if the report has been prepared in conformance with appropriate guidelines for preparation of traffic impact analysis reports and in accordance with City procedures for Implementing the State CEQA Guidelines. The scope assumes one review of the draft report and one review of the updated report. The technical peer review will determine the adequacy of the following key traffic study components:

- Coordination with City
- Study area definition
- Existing volume set
- Project trip generation
- Traffic forecasts
- Use of required analysis methodologies
- CEQA Compliance
- VMT analysis
- Analysis scenarios addressed
- Operational analysis
- Proposed mitigation measures
- General Plan conformance
- Mitigation fee plans
- Fair share calculations for mitigation

Deficiencies noted in the peer review will be documented and transmitted to the City via a technical memorandum.

Task 2.2: *Biological Habitat Assessment Peer Review*

Michael Baker will conduct a CEQA peer review of the applicant's Biological and Trapping Study for adherence to requirements of the California Department of Fish and Wildlife (CDFW) and U.S. Fish and Wildlife (USFWS). The review will determine the adequacy of the following key components:

- analyses of proposed and final Critical Habitat
- USFWS National Wetlands Inventory
- USFWS 10(a)(1)(B)
- Consistency with any applicable Habitat Conservation Plans
- potential presence of sensitive vegetation types, aquatic communities (wetlands/water of the US), and special-status plant and wildlife species present or potentially present onsite.

This task assumes one review of the reports and one review of revised reports. Deficiencies noted in the review will be documented and transmitted to the City via a technical memorandum.

Task 2.2.1: *Biological Habitat Assessment by SBKR Licensed Biologist*

To determine whether the Project Site supports suitable SBKR habitat, a habitat assessment will be conducted by a SBKR biologist (Steve Montgomery or Phillip Wasz) with extensive knowledge of the natural history and habitat requirements of the species. The biologist will walk the entire property in relatively closely spaced transects and record any observed diagnostic sign of kangaroo rats, including burrows, scat, tracks, and tail drags. The biologist also will document vegetation communities on the site that are suitable for SBKR (primarily alluvial fan sage scrub). SBKR have been identified immediately north and east of the property, so there is some potential for the species to occur on the subject Project Site.

Following the site visit, a brief report will be prepared documenting the results of the habitat assessment, which will include representative site photographs. A draft copy of the report will be submitted electronically for review. After receiving one round of compiled comments, if necessary, a final version of the report will be prepared and submitted electronically. The report will determine if further study or trapping is recommended. Trapping is not included in this scope and would be added via a contract amendment.

Task 2.2.2: *SBKR Trapping Survey and Report – (Optional pending results of SBKR Habitat Assessment)*

U.S. Fish and Wildlife Service (USFWS) protocols for SBKR surveys require that trapping be conducted to confirm the identity of kangaroo rats responsible for any kangaroo rat sign observed in the field. Trapping is the only way (except for laboratory DNA testing) to know for certain if observed field sign is that of SBKR or that of the non-endangered Dulzura kangaroo rat (DKR; *Dipodomys simulans*). If suitable habitat is present on the Project Site and/or if any kangaroo rat sign is observed during the survey described in Task 2.2.1, and it has been determined that a trapping survey is required to identify the kangaroo rat species present on the

project site, then a biologist in possession of a Federal 10(a)(1)(A) Recovery Permit will perform SBKR trapping surveys in accordance with the protocols outlined by USFWS and in the biologist's permit.

USFWS protocol trapping requires five consecutive nights of trapping, with traps set in the habitats most likely to yield SBKR, to confirm presence/absence of the species. Permit conditions limits SBKR trapping studies to 200 traps per permitted investigator. The traps are required to be spaced approximately 10 meters apart and 200 traps can cover approximately 10 acres. If presence/absence trapping is required across the entire 60-acre Project Site, it will require six 5-night trapping sessions.

Following the trapping effort, a report will be prepared that documents the results of the trapping effort. The report also will include a discussion of trapping methods, a figure showing trap locations and, if applicable, SBKR capture locations, and representative photographs. A draft copy of the report will be submitted electronically for review. After receiving one round of compiled comments, if necessary, a final version of the report will be prepared and submitted electronically.

Task 2.3: *Air Quality/Greenhouse Gas Assessment Peer Review*

Michael Baker will conduct a peer review to determine if the report has been prepared in conformance with appropriate guidelines for preparation of air quality and greenhouse gas assessments and in accordance with City procedures for Implementing the State CEQA Guidelines and with the South Coast Air Quality Management District.

This task assumes one review of the reports and one review of revised reports. Deficiencies noted in the review will be documented and transmitted to the City via a technical memorandum.

Task 2.4: *Phase I Cultural Resources Assessment*

For this task, Michael Baker has teamed with DUKE CRM. DUKE CRM provides high quality archaeological, historical, and paleontological consulting services, balancing the importance of preserving significant historical, archaeological, and scientific resources with the needs of a growing and changing human environment. DUKE CRM staff are experts in the CEQA, the National Environmental Policy Act (NEPA), and the National Historic Preservation Act (NHPA, Section 106). DUKE CRM will prepare a Phase I Cultural Resources Assessment that will consist of the following components:

Research. DUKE CRM will complete a records search at the South Coastal Information Center (SCCIC), located at California State University-Fullerton. The SCCIC is the State-designated repository for records concerning known archaeological and historic resources and prior cultural resource studies in San Bernardino County. The records search will include up to a one-mile radius. At the same time that we initiate the records search, DUKE CRM will contact the Paleontology division of the San Bernardino County Museum for a search of their files. In addition, DUKE CRM will contact the Native American Heritage Commission (NAHC). The NAHC will perform a Sacred Lands file search and provide a list of Native American groups to contact regarding this project. Finally, limited on-line research will be conducted.

We assume that any historic buildings and/or structures have already been recorded/documented on California Department of Parks and Recreation site records (DPR 523 Series) and that they have been evaluated for eligibility on the California Register of Historical Resources and the City's local ordinance. Any new evaluation will require a contract amendment.

Field Survey. Because we know that there have been other surveys immediately adjacent to the Project, we have made this an optional task. If there has not been an archaeological survey in the last 10 years a field survey will be recommended. The purpose of the survey is to identify any cultural/paleontological resources within the project, characterize the setting of the project, and field check any previously recorded cultural/paleontological resources discovered by the records search. Photographs will be taken. For the purposes of this proposal DUKE CRM does not anticipate the identification of any cultural/paleontological resources within the project boundaries; if resources are discovered that have not been recorded or evaluated and it becomes necessary to do so, additional tasks and costs, not included herein, will be necessary. Applicant will need to provide legal and physical access to the Project.

Letter Report. DUKE CRM will prepare a cultural/paleontological resource letter report. The letter will include a project description, methods, results, and recommendations sections. DUKE CRM will prepare one draft of the report for review by Michael Baker and a draft and final report for the City, as necessary. The report will be provided in PDF and/or MS Word electronic format. No hard copies or reproductions are included. If additional reviews are necessary or if there are substantive changes to the report, as determined by the City, a contract amendment will be necessary.

Task 2.5: Energy Analysis Peer Review

Michael Baker will analyze the report for its documentation of energy implications of the project in compliance with Appendix G of the CEQA Guidelines. Michael Baker will review the consistency analysis with state or local plans for renewable energy or energy efficiency and verify the analysis of energy consumption associated with short-term construction activities, long-term operations, buildings, and transportation are correct and appropriate.

This task assumes one review of the reports and one review of revised reports. Deficiencies noted in the review will be documented and transmitted to the City via a technical memorandum.

Task 2.6: Noise Analysis Peer Review

Michael Baker will peer review the Noise Analysis for the project. The review will cover the following areas and will be provided to the City by electronic copy.

Existing Conditions. The applicable noise and land use compatibility criteria for the project area and noise standards regulating noise impacts will be reviewed for land uses on and adjacent to the project site. Noise measurement methodologies will be reviewed for best practices and appropriateness.

Construction-Related Noise and Vibration. Noise impacts from construction sources will be reviewed 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 review will verify construction noise impacts in terms of maximum levels (Lmax) and hourly equivalent continuous noise levels (Leq) and the frequency of occurrence at adjacent sensitive locations. A review of vibration impacts will be based on the Federal Transit Administration's vibration analysis guidance.

Operational Noise Sources. Off-site operational noise impacts from vehicular traffic will be reviewed against the U.S. Federal Highway Traffic Noise Prediction Model (FHWA-RD-77-108). On-site noise generating activities and their potential impacts to the adjacent uses will be verified. Compliance with applicable noise standards will be evaluated.

This task assumes one review of the reports and one review of revised reports. Deficiencies noted in the review will be documented and transmitted to the City via a technical memorandum.

Task 2.7: *Administrative Draft Initial Study*

Using the City's latest CEQA Initial Study Checklist format,¹ Michael Baker will prepare an administrative draft Initial Study (IS) for review by City staff. The IS will provide written responses to each question on the Environmental Checklist that describe and qualitatively and/or quantitatively evaluate the project's impact related to each topic. Each response will include a conclusion regarding the significance of the project's impact, which may be determined to be potentially significant, potentially significant unless mitigated, less than significant, or nonexistent (i.e., no impact).

Beyond the technical aspects of preparing the CEQA document, Michael Baker's approach to the IS is to prepare a reader-friendly document that clearly explains why the impact is considered not significant or why the recommended mitigation measures reduce the impact to a less than significant level. To accomplish this, Michael Baker will use a combination of narrative, figures, photographs, maps, tables, and other visual aids. We believe that our reader-friendly approach will greatly aid the City in meeting two of the core purposes of CEQA: informing the public about the environmental impacts of the project and allowing decision-makers to consider the project's environmental consequences before deciding whether to approve the project.

ENVIRONMENTAL DOCUMENT

Once the Administrative Draft IS is complete, Michael Baker will meet with the City to review the findings of the analysis, and which CEQA document is appropriate for the project. These options allow flexibility in the environmental process, as well as prevent inefficiencies in both budget and schedule.

INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

If the preliminary analysis in the IS concludes that significant impacts would not occur, Michael Baker would then prepare formal technical studies for incorporation into the IS/MND document to substantiate the analysis within the IS document.

TASK 3: INITIAL STUDY/MITIGATED NEGATIVE DECLARATION PREPARATION

Task 3.1: *Draft Initial Study/Mitigated Negative Declaration*

After receiving the City's comments on the administrative draft IS, Michael Baker will complete the Screen-check Draft IS/MND, which will include incorporating the technical studies, finalizing mitigation measures, and adding the required MND forms to the document. Michael Baker will prepare a Screen-check Draft IS/MND for the project based on the discussions in the Initial Study. The Screen-check Draft IS/MND will be submitted electronically to the City for review and approval. After receiving any final comments from the City on the Screen-check Draft IS/MND, Michael Baker will prepare a Public Review

1. Michael Baker will work with the City to determine the appropriate CEQA Checklist to utilize for this project, given updates to the Appendix G CEQA Checklist in late 2018 and to understand the City's selection of VMT thresholds.

Draft of the IS/MND with all comments/revisions incorporated into the document. The Public Review Draft IS/MND will be a clean version, and all track changes/highlights from the previous version will be accepted/removed. This version will be circulated to the public for review in accordance with CEQA for a period of 30 days.

Task 3.2: *Circulation of Draft Initial Study/Mitigated Negative Declaration*

Michael Baker will assist the City in circulating the IS/MND for public review. For this task, Michael Baker will prepare a Notice of Intent (NOI) to Adopt an MND as well as a Notice of Completion (NOC) for the State Clearinghouse. Michael Baker will submit the IS/MND to the State Clearinghouse via the Office of Planning and Research's CEQA.net document submission portal. Michael Baker will also provide a copy of the completed document in PDF form to the City for posting on the City's website. Michael Baker will assist the City in the distribution (i.e., mailing) of the NOI to up to 20 local agencies. Michael Baker assumes that the City will be responsible for publishing the notice in the local newspaper and/or posting the notice on- and off-site, if desired and filing the NOI with the County Clerk².

TASK 4: FINAL INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

Task 4.1: *Responses to Comments*

While not required by CEQA, it is Michael Baker's recommendation to prepare written responses to comments on the Draft IS/MND. Michael Baker will prepare responses to comments on environmental issues raised during the public review period. An administrative draft version of the responses to comments will be submitted to the City for review and comment. After receiving the City's comments and making the appropriate changes, we will submit a final version of the responses to comments to the City. If a substantial amount of comment letters is received, Michael Baker will provide an estimated fee and schedule to the City for discussion and approval. As an initial estimate, Michael Baker has included thirty (30) hours for response to comments.

Task 4.2: *Mitigation Monitoring and Reporting Program*

If mitigation measures are required, a Mitigation Monitoring and Reporting Program (MMRP) must be completed prior to adoption of the IS/MND. Michael Baker will prepare an MMRP for the project using a format approved by the City. An administrative draft version of the MMRP will be submitted to the City for review and comment. After receiving the City's comments and making the appropriate changes, we will submit the final MMRP to the City. This task does not include construction monitoring after the City's adoption of the MMRP. Should mitigation monitoring be required (biological preconstruction training or surveys, cultural resources training or monitoring, tribal monitoring, etc.), Michael Baker can provide these services under a separate scope and fee.

TASK 4: PROJECT MANAGEMENT, MEETINGS AND HEARINGS

² While County offices are closed to the public, documents may be recorded via mail by sending all documents and attachments along with the applicable fees to 222 W. Hospitality Lane San Bernardino CA 92415.

Task 4.1: Project Management

Michael Baker's assigned project manager will work closely with City staff. This approach optimizes communication between the involved parties. Management activities include coordinating with the project team, ensuring the proposed timeline is met, monitoring the project budget and progress, and providing quality control review of all completed work products. Michael Baker has allocated 20 hours of project management time for this effort.

Task 4.2: Public Hearings (T&M)

Michael Baker's project manager and technical team will be available for project hearing support on an as-needed basis. For the purpose of this scope, it is assumed that the project manager or a team member can attend up to three public hearings for the project to answer questions regarding the project CEQA analysis. For budgeting purposes, Michael Baker has allocated twenty (20) hours for public hearing attendance.

Task 4.3: Notice of Determination

Michael Baker will prepare a Notice of Determination in accordance with Section 15094 of the State CEQA Guidelines for the City to file with the County Clerk. We recommend that the City file the Notice of Determination within 5 days of adopting the MND to establish a 30-day statute of limitations. The City would provide the applicable California Department of Fish and Wildlife fee³.

³ While County offices are closed to the public, documents may be recorded via mail by sending all documents and attachments along with the applicable fees to 222 W. Hospitality Lane San Bernardino CA 92415.

EXHIBIT "B"

PROJECT SCHEDULE

SCHEDULE

INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

Michael Baker International is committed to completing the project in a time frame that meets the City's needs. Our proposed schedule outlines an approach that would result in the IS for the project being released for public review in approximately 15 weeks, however the specific needs of the City to expedite this timeline can be discussed.

Tasks/Milestones	Duration (number of weeks)	Timeline	Action Items Upon Completion of Task
Kickoff Meeting and Site Visit	1	Week 1	Kick off meeting, data collection from applicant, finalize project description. Commence technical studies and begin preparation of the administrative Draft IS
Prepare Technical Studies and Reviews	4	Weeks 1-4	Technical studies can be prepared within 4 weeks starting from the date all necessary data is received. Complete administrative draft IS
Prepare Administrative Draft IS	4	Weeks 1-4	City to review administrative draft IS and provide comments to Michael Baker. City reserves 2 weeks for review.
City Review of Administrative Draft IS	2	Week 5-6	Michael Baker to address City comments and prepare proof-check draft IS
Prepare Revised Draft IS	1	Week 7-8	City to review proof-check draft IS and provide comments to Michael Baker
City Review of Proof-Check Draft IS	2	Week 9	Michael Baker to address City comments and prepare document for public review
Finalize IS for Publication	<1	Week 10	Michael Baker submits public review draft to the City. Michael Baker to prepare notices and Michael Baker/City to circulate IS for public review
Prepare Notices and Circulate, Publish, and Distribute IS and Notice of Intent	<1	Week 10	Michael Baker/City to publish, post, and distribute the Notice of Intent
Public Review Period	4	Weeks 11-14	Public review period closes in 30 days of release. City and Michael Baker to address any comments received during the review period.
Prepare Responses to Comments	1	Week 15	City to review responses to comments and

and MMRP			MMRP
Public Hearings to Consider Adoption of Mitigated Negative Declaration	4 (estimated for Planning Commission and City Council)	Weeks TBD	City to file Notice of Determination with County Clerk, prepared by Michael Baker
File Notice of Determination	<1	Week TBD	CEQA process/documentation complete

Assumptions:

1. *The draft schedule represents an accelerated production time for Michael Baker International. City review times are not accelerated.*
2. *Assumes a 30-day review period. If State Clearinghouse review is not required, review period could be reduced to 20 days.*
3. *Does not consider any specific hearing dates.*

EXHIBIT "C" PROJECT COSTS

TASK	TASK DESCRIPTION	Technical Specialist										Env. Specialist/	Env. Planner	Env. Analyst	Admin	Total Hours	Total Cost
		Manager	QA/QC	II	I	Manager	Biologist	Planner	Analyst	Admin							
TASK 1: PROJECT INITIATION AND PROJECT DESCRIPTION																	
Task 1.1: Project Initiation				8				8								16	\$2,600
Task 1.2: Literature/Record Research and Project Description								8	6				2		1	17	\$2,390
Task 1 Subtotal																	\$4,990
TASK 2: TECHNICAL STUDIES																	
Task 2.1: Traffic Impact Analysis Peer Review					2		22	2	2		2					28	\$5,630
Task 2.2: Habitat Assessment Peer Review								2		16						18	\$2,700
Task 2.2.1: Habitat Assessment for SBKR								2								2	\$3,450
Task 2.3: AQ/GHG Assessment Peer Review				1		12		2								15	\$3,175
Task 2.4: Phase I Cultural Resources Assessment (DUKE CRM)								2								2	\$6,894
Task 2.5: Energy Analysis Peer Review				1		12		2								15	\$3,175
Task 2.6: Noise Analysis Peer Review				1		16		2								19	\$4,075
Task 2.7: Administrative Draft Initial Study				8		6		10		45	40	45			8	162	\$21,565
Task 2 Subtotal																	\$50,664
Option A: Initial Study/Mitigated Negative Declaration																	
TASK 3: INITIAL STUDY/MITIGATED NEGATIVE DECLARATION PREPARATION																	
Task 3.1: Public Review Draft Initial Study/Mitigated Negative Declaration				4		2		8		12		24			8	58	\$7,310
Task 3.2: Circulation of the Draft Initial Study/Mitigated Negative Declaration				1				8							16	25	\$2,655
Task 3 Subtotal																	\$9,965
TASK 4: FINAL IS/MND																	
Task 4.1: Response to Comments				2				12			12				4	30	\$4,030
Task 4.2: Mitigation Monitoring and Reporting Program								2			8				2	12	\$1,500
Task 4 Subtotal																	\$5,530
TASK 5: PROJECT MANAGEMENT, MEETINGS AND HEARINGS																	
Task 5.1: Project Management								20								20	\$3,000
Task 5.2: Public Hearings (T & M)				10				10								20	\$3,250
Task 5.3: Notice of Determination								2				6				8	\$930
Task 5 Subtotal																	\$7,180
Subtotal All Tasks																	
																	\$78,363
Reimbursables Estimate (ODC)																	
																	\$1,000
Total (Without Optional Tasks)																	
																	\$79,363
Optional Tasks																	
Task 2.2.2: SBKR Trapping Study								2								2	\$33,800
Total (With Optional Tasks)																	
																	\$113,163

EXHIBIT "D"**WORKERS' COMPENSATION INSURANCE CERTIFICATION**

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

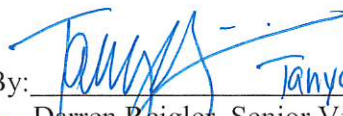
CHECK ONE

_____ I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

MICHAEL BAKER INTERNATIONAL, INC.

By:  Tanya Blezikjian, VP
for: Darren Reigler, Senior Vice President

Date: 8/13/2020