PROFESSIONAL SERVICES AGREEMENT

AGREEMENT

This Agreement is made and entered into this 25th day of July, 2016 by and between the CITY OF FORT BRAGG, a California Municipal Corporation, 416 North Franklin Street, Fort Bragg, California, 95437 ("City"), and MICHAEL BAKER INTERNATIONAL, INC., a Pennsylvania Corporation, 2729 Prospect Park Drive, Suite 220, Rancho Cordova, California, 95670 ("Consultant").

RECITALS

WHEREAS, City has determined that it requires the following professional services from a consultant: to provide an Environmental Impact Report for the Hare Creek Center project; and

WHEREAS, Consultant represents and warrants that it is fully qualified to perform such professional services by virtue of specialized experience and training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the legislative body of the City on July 25, 2016, by Resolution No. _____-2016 authorized execution of this Agreement on behalf of the City in accordance with Chapter 3.20 of the City Municipal Code and/or other applicable law;

NOW, THEREFORE, City and Consultant, for the consideration hereinafter described, mutually agree as follows:

1. DESCRIPTION OF SERVICES OR SCOPE OF WORK

The services to be performed under this Agreement ("Services") are as follows: Provide an Environmental Impact Report for the Hare Creek Center project. The Services are further described in Consultant's proposal (the "Proposal"), which is attached to and made a part of this Agreement as Exhibit A.

2. TERM

The Agreement term will commence on July 26, 2016 and expire on September 30, 2017 unless the Agreement term is amended or the Agreement is terminated in accordance with its terms.

3. PAYMENT TERMS AND NOT TO EXCEED AMOUNT

City agrees to pay Consultant for Services that are actually performed in accordance with this Agreement. To be eligible for payment, Consultant invoices must be submitted

not more often than monthly to the City and list the Services performed and the amounts to be paid according to the cost categories and prices in the Proposal. In no event will the City's obligation to pay the Consultant under this Agreement exceed SIXTY-SIX THOUSAND ONE HUNDRED FIVE DOLLARS ($66,105.00) (the "Not to Exceed Amount"), unless this Agreement is first modified in accordance with its terms. Where the Proposal provides for compensation on a time and materials basis, Consultant must maintain adequate records to permit inspection and audit of Consultant's time and material charges under this Agreement. Consultant will make such records available to the City during normal business hours upon reasonable notice. In accordance with California Government Code § 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS ($10,000.00), this Agreement and the Consultant's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

4. TIME OF COMPLETION

Consultant must commence performance of the Services upon receipt of written direction to proceed from City. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 7 below and to satisfy Consultant's obligations hereunder. Consultant will complete the Services in accordance with this Agreement by June 30, 2017 (the "Time of Completion"). The Time of Completion may only be modified by an amendment of the Agreement in accordance with its terms.

5. INDEPENDENT CONTRACTOR

Consultant and City agree that the Consultant will perform the Services as an independent contractor and not as an employee or agent of the City. Persons employed or utilized by Consultant in the performance of the Services will not be employees or agents of the City. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

6. SUBCONTRACTING

Consultant may subcontract portions of the Services upon the prior written approval of the City. Consultant will be solely responsible for payment of such subcontract Services. No contractual relationship will exist between any such subcontractors of the Consultant and the City.

Subcontractor agrees to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under the Agreement. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

7. STANDARD OF PERFORMANCE

a. Consultant will perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and will prepare all work products required by this Agreement in accordance with such standards. Consultant will comply with federal, state and local laws and regulations applicable to performance of the Services, including but not limited to, the California Building Standards Code as in effect in the City, the Americans with Disabilities Act, any air pollution control laws and regulations applicable to Consultant, and any laws and regulations related to any copyright, patent, trademark or other intellectual property right involved in performance of the services. Consultant's Failure to comply with any law(s) or regulation(s) applicable to the performance of the services hereunder shall constitute a material breach of this agreement.

b. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

8. OTHER GOVERNMENTAL REGULATIONS

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

9. USE OF RECYCLED PRODUCTS

Consultant shall endeavor to prepare and submit all reports, written studies, and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10. INDEMNITY

a. Consultant shall indemnify, and subject to paragraph "b" of this Section 10, defend with counsel acceptable to the City, (which acceptance will not be unreasonably withheld), and hold harmless City and its officers, officials, employees, agents and volunteers ("Indemnitees") from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, reasonable attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, to the extent caused by any negligent act,

error or omission of Consultant in performance of the Services or Consultant's negligent or willful failure to comply with any of the terms of this Agreement.

b. Notwithstanding the foregoing or any other provision to the contrary, Consultant shall not be required to provide a defense to City for Liability arising out of Consultant's professional services as defined in Consultant's professional liability policy EXCEPT THAT this shall not affect the Consultant's obligation to pay reasonable attorney's fees and reasonable defense costs as part of Consultant's indemnity obligation to City, nor shall it affect Consultant's duty to defend City if such a defense is available under any of Consultant's other insurance policies.

c. Notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code § 2783, as may be amended from time to time, Consultant's duty to indemnify under this provision shall not apply when to do so would be prohibited by California Civil Code § 2782, as may be amended from time to time.

d. Notwithstanding the foregoing, to the extent that the Services include design professional services subject to Cal. Civil Code § 2782.8, as amended from time to time, Consultant's duty to indemnify shall only be to the maximum extent permitted by Civil Code § 2782.8.

e. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, 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.

f. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

g. Consultant/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

11. INSURANCE

a. Before commencing performance of the Services, Consultant, at its own cost and expense, must: a) procure "occurrence coverage" insurance of the kinds and in the amounts specified below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services hereunder by the Consultant or its agents, representatives, employees, or subcontractors; and b) submit to the City certificates of insurance and endorsements

evidencing insurance coverage that meets the requirements of this section. Consultant must maintain the insurance policies required by this section throughout the Agreement term. The cost of such insurance must be included in the Consultant's proposal.

Consultant agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the subcontractor's work. The Consultant shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in this Agreement prior to commencement of any work and Consultant will provide proof of compliance to the City.

Consultant may not allow any subcontractor to commence work on the Services until Consultant and/or the subcontractor have obtained all insurance required by this Agreement for the subcontractor(s) and submitted certificates of insurance and endorsements evidencing such coverage to City.

b. Workers Compensation Insurance. Consultant must, at its sole cost and expense, maintain Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. Workers' Compensation Insurance as required by the State of California, with coverage providing Statutory Limits, and Employer's Liability Insurance with limits of not less than ONE MILLION DOLLARS ($1,000,000.00) per occurrence must be provided. The insurance must be endorsed to waive all rights of subrogation against City and its officials, officers, employees, and volunteers for loss arising from or related to the Services.

c. Consultant, at its own cost and expense, must maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000.00) per occurrence, TWO MILLION DOLLARS ($2,000,000.00) aggregate, combined single limit coverage for risks associated with Services. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the Services or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

d. Except for Workers' Compensation insurance and Professional Liability insurance, all other insurance coverages required pursuant to this Agreement must include or be endorsed to include the following:

(1) City and its officials, officers, employees, agents, and volunteers ("Additional Insured") shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, products and

completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by Consultant. The coverage may contain no special limitations on the scope of protection afforded to City or its officials, officers, employees, agents, or volunteers.

(2) The Additional Insured coverage under the Consultant's policy shall be "primary and non-contributory" and Consultant's coverage will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

e. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.

f. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

g. Insurance coverage required pursuant to this Agreement must include or be endorsed to include the following:

(1) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

(2) Required insurance coverage may not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

h. Consultant, at its own cost and expense, must maintain for the period covered by this Agreement professional liability insurance in an amount not less than TWO MILLION DOLLARS ($2,000,000) covering errors and omissions. Any deductible or self-insured retention under the required professional liability insurance may not exceed $150,000 per claim.

i. All insurance required under this Agreement must be placed with insurers with a Best's rating of no less than A:VII unless otherwise approved by the City.

j. The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

k. All self-insured retentions (SIR) must be disclosed to City for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City. City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

l. To the extent this Agreement is a "construction contract" as defined by California Civil Code § 2783, as may be amended from time to time, Consultant shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following completion of the Services. In the event Consultant fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Consultant.

12. NON DISCRIMINATION

During the performance of this Agreement, Consultant will not discriminate against any employee of the Consultant or applicant for employment because of race, religion, creed, color, national origin, sex, or age. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex or age.

13 LICENSES & PERMITS

a. BUSINESS LICENSE

Before the City will issue a notice to proceed with the Services, Consultant and any subcontractors must acquire, at their expense, a business license from City in accordance with Chapter 5.04 of the Fort Bragg Municipal Code. Such licenses must be kept valid throughout the Agreement term.

b. OTHER LICENSES AND PERMITS

Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

14. OWNERSHIP OF WORK PRODUCTS AND TREATMENT OF DOCUMENTS

All plans, specifications, reports, designs and other documents prepared by Consultant pursuant to this Agreement shall be and remain the property of the City. Any modification or reuse of such documents by the City without Consultant's prior written consent will be at the City's sole risk. Except as may be otherwise required by law, Consultant will disclose no data, plans, specifications, reports or other documents pertaining to the Services without the prior written consent of City.

15. TERMINATION AND REMEDIES

a. City may terminate this Agreement for convenience by giving at least 10 days written notice to Consultant specifying the termination effective date. Upon receipt of such notice, Consultant may continue performance of the Services through the date of termination. City shall pay Consultant for all Services actually performed in accordance with this Agreement through the termination effective date.

b. If Consultant materially breaches any term of this Agreement, in addition to any other remedies the City may have at law or equity, the City may:

(1) Terminate the Agreement by notice to the Consultant specifying the termination effective date;

(2) Retain, and/or recover from the Consultant at no additional cost to the City, the plans, specification, drawings, reports and other design documents and work products prepared by Consultant, whether or not completed;

(3) Complete the unfinished Services itself or have the unfinished Services completed, and/or;

(4) Charge Consultant, or deduct from monies that may be due or become due the Consultant under this Agreement, the difference between the cost of completing the unfinished Services pursuant to this Agreement and the amount that would otherwise be due Consultant had Consultant completed the Services in accordance with this Agreement.

16. BINDING EFFECT AND ASSIGNMENT PROHIBITION

This Agreement is binding upon City, Consultant, and their successors. Except as otherwise provided herein, neither City nor Consultant may assign, sublet or transfer its interest in this Agreement or any part thereof without the prior written consent of the other, and any purported assignment without such consent will be void.

17. REPRESENTATIVES

a. City representative for purposes of this Agreement will be Marie Jones, Community Development Director. Consultant representative for purposes of this Agreement will be Kevin Gustorf, Vice President. The parties' designated representatives will be the primary contact persons regarding the performance of the Services. The parties intend that their designated representatives will cooperate in all matters regarding this Agreement and in such manner so as to achieve performance of the Services in a timely and expeditious fashion.

b. Notices:

Any written notice to Consultant shall be sent to:

Kevin Gustorf, Vice President
Michael Baker International, Inc.
2729 Prospect Park Drive, Suite 220
Rancho Cordova, CA 95670

Any written notice to City shall be sent to:

Marie Jones, Community Development Director
City of Fort Bragg
416 N. Franklin Street
Fort Bragg, CA 95437

18. INTEGRATION AND AMENDMENT

This Agreement represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, whether written or oral. If a discrepancy, disagreement, ambiguity, inconsistency or difference in interpretation of terms arises as to terms or provisions of this Agreement and any Exhibit(s) attached to this Agreement, this Agreement shall control and shall be deemed to reflect the intent of the Parties with respect to the subject matter hereof. This Agreement may only be amended by a writing signed by a representative authorized to bind the Consultant and a representative authorized to bind the City.

19. CONFLICT OF INTEREST PROHIBITION

City and Consultant will comply with the requirements of the City's Conflict of Interest Code adopted pursuant to California Government Code §87300 et seq., the Political Reform Act (California Government Code §81000 et seq.), the regulations promulgated by the Fair Political Practices Commission (Title 2, §18110 et seq. of the California Code of Regulations), California Government Code §1090 et seq., and any other ethics laws applicable to the performance of the Services and/or this Agreement. Consultant may be required to file with the City Clerk a completed Form 700 before commencing performance of the Services unless the City Clerk determines that completion of a Form

700 is not required, pursuant to City's Conflict of Interest Code. Form 700 forms are available from the City Clerk.

Consultant may not perform Services for any other person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to Consultant's obligations pursuant to this Agreement. Consultant agrees to cooperate fully with City and to provide any necessary and appropriate information requested by City or any authorized representative concerning potential conflicts of interest or prohibitions concerning Consultant's obligations pursuant to this Agreement.

Consultant may not employ any City official, officer or employee in the performance of the Services, nor may any official, officer or employee of City have any financial interest in this Agreement that would violate California Government Code §1090 et seq. Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of City. If Consultant was an employee, agent, appointee, or official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 et seq., the entire Agreement is void and Consultant will not be entitled to any compensation for Consultant's performance of the Services, including reimbursement of expenses, and Consultant will be required to reimburse City for any sums paid to Consultant under this Agreement. Consultant understands that, in addition to the foregoing, penalties for violating Government Code §1090 may include criminal prosecution and disqualification from holding public office in the State of California.

Any violation by Consultant of the requirements of this provision will constitute a material breach of this Agreement, and the City reserves all its rights and remedies at law and equity concerning any such violations.

20. APPLICABLE LAW AND VENUE

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and the interpretation of this Agreement. Any action or proceeding that is initiated or undertaken to enforce or interpret any provision, performance, obligation or covenant set forth in this Agreement shall be brought in a state court in Mendocino County.

21. RECOVERY OF ATTORNEYS' FEES

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret any term of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

22. SEVERABILITY

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged will remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

23. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

IN WITNESS HEREOF, the parties have caused their authorized representative to execute this Agreement on the date first written above.

CITY

By: _____
Linda Ruffing
Its: City Manager

CONSULTANT

By: _____
Kevin Gustorf
Its: Vice President

ATTEST:

By: _____
June Lemos
City Clerk

[Attach Notary Acknowledgment Page]

APPROVED AS TO FORM:

By: _____
Samantha W. Zutler, City Attorney

Exhibits: Exhibit A – Consultant's Proposal

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Kevin Gustorf
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ATTEST:

[Attach Notary Acknowledgment Page]

By: _____
June Lemos
City Clerk

APPROVED AS TO FORM:

By: _____
Samantha W. Zutler, City Attorney

Exhibits: Exhibit A – Consultant's Proposal

Jones, Marie

From: Craciun, Florentina <fcraciun@mbakerintl.com>
Sent: Monday, April 18, 2016 1:41 PM
To: Jones, Marie
Subject: Fort Brag Hare Creek Center- Revised Budget
Attachments: F. Budget and Schedule of Charges_4_18_2016.pdf

Marie,

Per our conversation on Friday please find attached the revised budget for the Fort Brag Hare Creek EIR. Please note that I also deleted the cultural subtask. Is the applicant going to contract directly for the archeological work?

I made the following changes to the Fort Bragg Budget:

Deleted:

- Optional Task: Technical Drainage Study: $6,400
- Optional Task: Groundwater Recharge Study: $34,800
- Optional Task: Geotechnical Services: $14,600
- Optional Task: Archaeological Report: $3,850

Added:

- 16 hours in the Tech Review Section under Tech Staff to review applicant prepared studies for Admin Draft EIR section. This task increased from $12,430 to $14,430.
- 12 hours to the meetings Task to coordinate with the applicant on its study. This task increased from $4,810 to $6,250.
- The total now is $66,105 from $62,665 for the EIR for a total increase of $3,440

Please let me know if you need any additional changes made. Thank you and I hope we get to kick this off soon,

Florentina Craciun, AICP | Environmental Planner | Michael Baker International
One Kaiser Plaza, Suite 1150 | Oakland, CA 94612 | [O] 510-213-7915 | [M] 510-876-6327
fcraciun@mbakerintl.com | www.mbakerintl.com

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EXHIBIT A

F. Budget and Schedule of Charges

Budget Notes

Final EIR Task assumes 25 letters up to 5 pages each. For any additional letters the hourly rate would be $195 for both Project Manager Florentina Craciun ($120) and Assistant Planner ($75). We understand that the City received over 100 comment letters on the IS/MND for the project. Upon reviewing some of the comment letters available on the City's website we are confident that master responses could be tailored to address many community concerns. Master responses would allow us to expedite the Final EIR process and keep within budget and schedule.

Meetings Task assumes up to five in person staff level meetings, one meeting with Coastal Commission staff, one joint Planning Commission/City Council meeting, one public hearing and one scoping meeting. For additional meetings please assume a $255 hourly rate for Scott Friend, Project Director and $120 for Florentina Craciun, Project Manager.

EXHIBIT A

Michael Baker
INTERNATIONAL

Tasks*	Senior Technical Specialist	Project Director	Senior Geologist	Senior Cultural Resources Mgr	Project Manager	Senior Planner	GIS/ Graphics	Technical Staff	Asst Planner	Tech Editor	Admin Support	Total Michael Baker Hours	Total Michael Baker Labor	Direct Costs	Total Budget
	$210	$135	$165	$130	$120	$120	$100	$125	$75	$85	$65				
1 Project Initiation, NOP, and EIR Scoping Meeting		2			25		8		8	2	2	47	$4,970	$300	$4,970
2 Review Existing Technical Studies	8	2	10	8	10	25	5	32	10	4		114	$14,430		$14,430
3 Administrative Draft EIR		4	5	5	40	4	8	50	90	10		216	$21,945	$2,500	$21,945
4 Publish DEIR		2			10				30	4	12	58	$4,840	$900	$4,840
5 Final EIR and MMRP*		4	2		20	2	2	4	40	8	12	94	$8,670	$1,000	$8,670
6 Meetings*		8			42						2	40	$6,250	$300	$6,250
Direct Costs													$-		$5,000
Total															$66,105

The above per-task costs are based on our best estimate of time needed. Actual time spent on individual tasks may not meet or may exceed such estimates. Michael Baker International reserves the right to transfer unused budget from one task to another if necessary. The total estimated budget will not be exceeded without proper authorization from the client.

EXHIBIT A

Scope of Work

The following is our proposed work program to prepare an EIR and help the City of Fort Bragg comply with CEQA for the Hare Creek Center. We welcome the opportunity to discuss this work program and refine it both initially and as the project proceeds. This scope of work is adapted from the scope included in the RFP to outline the tasks that will drive the project. We have identified which tasks corresponds to the City's identified scope of work. Some tasks are condensed and combined to emphasize that some tasks happen concurrently and under bigger umbrellas. For example, we believe that consulting with state agencies and public scoping meetings should happen early on in the process; as such, this is presented under Task 1.

Task 1: Project Initiation, NOP, and EIR Scoping Meeting (RFP tasks 1, 2, 6 and 7)

This task consists of all actions necessary to begin environmental documentation, including an initial meeting and consultation with the City of Fort Bragg to confirm the scope assumptions and key issues, collecting and reviewing all background information and relevant policy documents, authorizing any technical studies, and conducting a thorough site visit. We will also confer with the project proponents as needed to obtain additional project background. We will set up meetings with responsible agencies to discuss the project and their concerns. The agencies would include the Coastal Commission, the State Water Resources Board, Caltrans, State Historic Preservation Officer, and the North Coast Regional Water Quality Control Board. These meetings would be in person or conference calls and would include City representatives.

Following the initial meeting with the City, we will draft the Notice of Preparation (NOP) for City review. Any final edits will be made to the NOP and the final version will be prepared for City distribution. The City of Fort Bragg will submit the NOP to the State Clearinghouse and any other appropriate party.

Given the level of public scrutiny, we recommend conducting a public scoping meeting. Michael Baker's project director and project manager will assist City staff in conducting a scoping meeting for the project. We will prepare presentation materials, take notes, assist in meeting facilitation, and develop a comment summary for the EIR. Michael Baker has a public outreach and facilitation group, and we can provide additional information regarding our available staff resources and expertise, at the City's request. Many different styles of scoping meetings allow for input while avoiding grandstanding or intimidation of meeting participants. We can work with the City to ensure the scoping meeting is both useful and cordial. Based on that input, the scope of work may or may not warrant minor modification to respond to environmental concerns that may have been raised.

EXHIBIT A

Task 2: Review Technical Documents and Prepare Technical Studies* (RFP tasks 3, 4 and 5)

As part of this task, we will formally review the existing material to confirm what remains valid and useful for the current effort. We will critically evaluate the existing documentation, considering the need for the EIR to withstand heightened scrutiny from the public, and possibly legal challenge, and the time that has elapsed since the original documents were prepared. We will provide a written explanation of our determination whether to use, augment, or replace the reports and studies for this EIR. All technical information will be incorporated in the environmental document and will serve as the basis for the environmental analysis.

**We will prepare new technical reports as needed; these reports are included as optional tasks.*

Task 3: Administrative Draft EIR (ADEIR) (RFP tasks 8 and 9)

Introduction, Executive Summary, and Project Description

The Introduction will briefly describe the extent of CEQA analysis, environmental resource areas that were scoped out during the Initial Study process, the purpose of the EIR, its intended uses, and a request that the comments be restricted to the subjects addressed in the analysis.

The Executive Summary will provide a succinct synopsis of the environmental analysis. This summary will include a brief project overview, a list of project-specific objectives, a summary of significant environmental effects, and mitigation measures that would reduce or avoid those effects. Project impacts will be organized in a table format that clearly identifies any mitigation measures, level of significance after mitigation, and any significant and unavoidable impacts.

The Project Description will describe the site's location, property ownership, historic and current uses and condition, project history, roadway and infrastructure needs, project objectives, a list of agencies that are expected to use the EIR, permits and other approvals needed for the project, and other federal, state or local regulatory requirements, if any. This section will include graphics to illustrate the site and the proposed project.

Environmental Analysis

The following resource areas are expected to be included in the EIR as separate analysis chapters.

Aesthetics/Visual Resources. We will analyze potential impacts relative to future project visibility from surrounding locations and public viewsheds. We will develop a narrative describing the

EXHIBIT A

surrounding community's character and the potential project impacts on sensitive viewers and viewsheds. We will use existing and updated architectural renderings to evaluate the project's impacts on State Highway 1 and the surrounding community. We will also discuss temporary visual and aesthetic impacts from project construction; however, any such temporary effects are not anticipated to be significant. The EIR will discuss any applicable design guidelines or other requirements that are in place to ensure high quality and visually appealing development. Although the Initial Study dismissed nighttime lighting, we will look at the new project plans and determine if this topic will be analyzed further in the EIR.

Air Quality. The City of Fort Bragg is located in the North Coast Air Basin and is within the jurisdiction of the Mendocino County Air Quality Management District (MCAQMD). The analysis will describe federal, state, and MCAQMD ambient air quality standards applicable to the proposed project, as well as the current status of air quality planning programs. Mendocino County is designated attainment or unclassified for all air quality standards except the state standards for particulate matter less than 10 microns in size (PM_{10}). For the CEQA documentation, we will conduct an air quality analysis of the proposed project. We will base our air quality impact analysis on the project area's recommended methodologies and thresholds of significance, including those documented in the CEQA Air Quality Handbook as well as any measures required by the Coastal Land Use and Development Code. We will quantify short- and long-term operational emissions associated with the project using the California Emissions Estimator Model (CalEEMod). CalEEMod is a statewide land use emissions computer model designed to quantify potential criteria pollutant emissions associated with both construction and operations from a variety of land use projects.

Biological Resources. The project area is currently vacant and is used for short-term parking, community events, and recreation and dog walking activities. WRA Environmental Consultants prepared a Coastal Act Compliance Report in 2014, which assessed the project's potential impacts on biological resources. Michael Baker biologists will conduct a site reconnaissance and initiate a protected species database query to establish existing conditions and the potential for the presence of any special-status species at the site. The site visit and data base searches will help verify WRA's work. We will prepare a biological resources memo to verify and supplement, as needed, the 2014 report. Mitigation will likely require preconstruction surveys to confirm the absence or presence of any protected species prior to physical impacts to the environment.

Cultural and Historic Resources. Michael Baker cultural resources staff will conduct a database search through the Northwest Information Center and perform an archaeological site reconnaissance to assess potential impacts under CEQA. The project area has been previously surveyed and consultation with Native American tribes was conducted under AB 52. Michael Baker cultural staff will prepare a report to detail the findings of the archeological survey and will also help the City with its Native American tribal consultation requirements. Thad Van Bueren will assist with the

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preparation of this section to ensure we capture all local nuances. Mitigation measures shall be tailored to protect sensitive resources in the project area.

Geology and Soils. We will address the site's suitability for development on readily available data from published sources and other nearby projects, as well as an updated Geotechnical Report. Development of the project site will involve grading activities, which may result in increased rates of soil erosion and subsequent sedimentation. For this analysis, we will describe the project site's soil conditions and identify any information regarding seismic or liquefaction hazards as documented in the readily available documents. We will evaluate potential impacts due to grading and soil erosion. We will propose mitigation measures for any significant impacts associated with geologic or seismic hazards.

Climate Change and Greenhouse Gas (GHG) Emissions. We will quantify the GHG emissions of the proposed project and compare them with the potential GHG emissions resulting from the existing County zoning designations. Since the MCAQMD currently has no adopted threshold of significance for GHG emissions and has previously approved the use of Bay Area Air Quality Management District's (BAAQMD) threshold, we will compare estimated project-related GHG emissions to the BAAQMD thresholds. We will identify appropriate actions the proposed project must include to mitigate its impacts with regard to GHG emissions. Mitigations proposed as a part of the environmental analysis will also be quantified to show the reduction potential of individual measures.

Hydrology and Water Quality. This section typically discusses water quality standards, possible alteration of drainage patterns, flooding, and the potential for surface water pollution from construction and operation of the project. The project would require the preparation of a Stormwater Pollution Prevention Plan and compliance with Program OS-2.2.2, which is specific to development that may impact Todd Point. We will prepare an updated Groundwater Recharge and Water Balance Evaluation study, a new drainage study, and an updated water supply assessment. These studies will help us tailor mitigation measures for the project.

Land Use and Planning. We will analyze the project for consistency with local, regional, and state land use programs and plans. Due to the project's location within the Coastal Zone attention will be paid to policies specifically enacted to protect the coastal zone. We will analyze the project's consistency with the Coastal General Plan, the Coastal Act, and other regulations regarding development.

Noise. In the noise impact analysis, we will include a description of the existing noise environment, including nearby noise sources and noise-sensitive receptors, based on existing environmental documentation and a review of site reconnaissance data. We will describe relevant background information, including noise fundamentals, descriptors, and the applicable federal, state, and local regulatory framework. We assume that existing data is available and that no new noise measurement surveys will be required. To assess potential construction noise impacts, we will identify sensitive

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receptors and their relative exposure to the proposed project area, considering topographic barriers and distance. We will determine the noise levels of specific construction equipment and will calculate resultant noise levels at nearby receptors.

We will assess long-term transportation and stationary-source noise impacts attributable to the project. As part of this analysis, we will calculate predicted traffic noise levels using the FHWA roadway noise prediction model, based on data obtained from the traffic analysis prepared for the applicant. We will summarize and present the predicted distances to traffic noise contours, as well as increases in traffic noise levels attributable to the proposed project, in tabular format.

We will quantitatively assess noise sources commonly associated with the proposed project that could adversely affect nearby noise-sensitive land uses. We will recommend noise-reduction measures, to the extent applicable and necessary.

Public Services. For this section we will concentrate on provision of fire and emergency services in the project area. We will consult with the Fort Bragg Fire Department and Fire Marshal regarding emergency access, fire code requirements, and service response times.

Utility Systems. For this section, we will evaluate impacts on utility systems in the City of Fort Bragg. Impacts will look at wastewater treatment capacity and special attention will be paid to water supplies, water treatment facilities, and water resources. The new water supply assessment will aid in the preparation of this section and we will work with the City in tailoring appropriate and feasible mitigation measures, as needed.

Recreation. This section will evaluate the potential impacts on existing park and recreation facilities. Because the area is currently used informally for recreational purposes, we will provide a discussion of such use and Michael Baker staff will conduct an informal survey of users. We will make sure to note that impacts will focus on any significant physical effects that could occur to existing facilities, or impacts caused by the development of new facilities to meet local standards.

Transportation/Traffic. Michael Baker staff will review the traffic study prepared by GHD and prepare a memo to augment the traffic study as needed. We will check the methodology as well as the findings and will prepare mitigation measures as needed. Special attention will be given to pedestrian and bicycle traffic in the project area and we will work with the City to find ways to enhance such access.

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Cumulative Analysis

The cumulative analysis will be structured to determine the geographic scope of other similar projects that may be applicable. For each resource area the cumulative section will clearly define the impact area and its regional reach. Each technical section will contain an assessment of cumulative effects.

Alternatives

Once the impacts have been assessed, we assume preparation of up to two CEQA alternatives to the project, in addition to the No Project alternative. These alternatives will be designed to reduce any impacts found to be significant and must meet most of the project objectives. Alternatives could include project variations from the development of a smaller shopping center to a mixed-use office and retail center.

Other CEQA Required Sections

We will also address growth inducement, significant irreversible effects, and significant and unavoidable impacts of the project as required by CEQA, as well as identify report preparers.

Task 4: Publish Draft EIR (DEIR) (RFP Tasks 10 and 11)

Upon receiving comments on the ADEIR, we will meet with City staff and go over comments and resolve any outstanding issues. A screencheck DEIR in highlighted text for changes will be provided to confirm edits with the City, along with a clean version (no track changes) for final review.

We will prepare both hard copies and electronic copies and deliver them to the City, as requested in the RFP. At the City's request, we can also deliver 15 of those copies to the State Clearinghouse with the Notice of Completion to begin the 45-day public review period. Michael Baker typically provides all technical appendices, as well as a PDF of the document, on a CD included with each printed copy. All documents are suitable for posting on the City's website. We will prepare the Notice of Completion and assist in the preparation of the Notice of Availability that will explain the review process of the DEIR pursuant to CEQA.

We will participate in the joint City Council and Planning Commission meetings.

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Task 5: Final EIR and MMRP (RFP Tasks 12, 13, 14, 15 and 16)

At the conclusion of the 45-day public review period, we will scan each comment letter, number each comment, and group common questions or comments and recommend master responses for those groups of comments. We will prepare a summary table identifying persons and agencies that commented, a copy of each comment letter with a code assigned to each comment, a response to each comment, and an errata section containing any text revisions. Our staff will coordinate with City staff and technical staff to address public and agency comments.

We will provide an Administrative Draft FEIR for City review. We will then provide a screencheck draft of the FEIR electronically to the City for final review.

As a related task, the FEIR will include the Mitigation Monitoring and Reporting Program (MMRP) pursuant to Public Resources Code Section 21971.6, as a separate chapter. The MMRP will be completed as mitigation measures are finalized, and will identify all reporting and monitoring responsibilities.

We will also include required findings as requested by CEQA. We will provide an Administrative Draft of the Findings for City review and a screencheck draft will be provided electronically.

Task 6: Meetings (RFP Tasks 1, 6, 7, and 13)

Our CEQA project manager and/or project director will participate in up to five in-person staff-level meetings. We also anticipate at least one meeting with Coastal Commission staff. We assume participate at one joint Planning Commission/City Council meeting, one public hearing and one scoping meeting. More meetings can be scoped as needed. We also have experience with project appeals and responding to such appeals on an as-needed basis.

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