PROPOSAL
FOR SERVICES

CITY OF FORT BRAGG

ENVIRONMENTAL IMPACT REPORT FOR THE HARE CREEK CENTER SHOPPING FACILITY

SUBMITTED TO:

JUNE LEMOS
CITY CLERK

CITY OF FORT BRAGG
416 NORTH FRANKLIN STREET
FORT BRAGG, CA 95437

RECEIVED
FEB 19 2016
CITY OF FORT BRAGG
CITY CLERK

SUBMITTED BY:

Michael Baker
INTERNATIONAL

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Michael Baker
INTERNATIONAL

We Make a Difference

February 19, 2016

June Lemos, City Clerk
CITY OF FORT BRAGG
416 North Franklin Street
Fort Bragg, CA 95437

RE: ENVIRONMENTAL IMPACT REPORT FOR THE HARE CREEK CENTER

Dear Ms. Lemos:

The Hare Creek Center represents a particular challenge to the City of Fort Bragg due to its location in the Coastal Zone and its potential to help define the City's economic growth and identity. The project underwent a good amount of public scrutiny and we understand that the proposed environmental impact report (EIR) has to withstand such attention. It is with this understanding that we are committed to meeting the needs and expectations of the City and guide the environmental process to successful completion.

Michael Baker International believes in a no-nonsense, systematic, and practical approach to CEQA compliance, which means that our clients get high quality, readable documents with no fluff. Technical reports are packaged as appendices for inquisitive readers, and their analyses and conclusions are rewritten into clear, concise language for the public and decision-makers to understand. Just because we have vast amounts of background information does not mean that it is all relevant to the project and should be included in the EIR.

Our approach is to provide you with CEQA expertise and process services, as outlined in our proposal. In our role as CEQA experts, Michael Baker will provide timely, thoughtful, innovative, and cost effective solutions to achieve CEQA compliance on behalf of the City. As a full service firm, we will call on our in-house experts to provide independent analysis, advice and opinions as needed. For the CEQA process itself, the Michael Baker team will produce the best results based on local knowledge and resource-specific expertise. Our role in the preparation of CEQA documents is to manage the environmental process from beginning to end. We include strategic subconsultants as our partners to enhance the technical disciplines of our in-house resources and our local knowledge. To that end, we have teamed with Thad Van Bueren for his archeological resources expertise and SHN for their geotechnical services. This team was selected for both their technical capabilities and to ensure we understand all of the intricate nuances of the local community. We understand that there are other local resources available and we would tap into those resources as needed.

1 Kaiser Plaza, Suite 1150, Oakland, CA 94612
P: (510) 879-0950 F: (800) 553-1153

Our strong team brings a wealth of experience on similar projects and directly with Fort Bragg. The goal of these and all staff members who will work on this project will be to represent the City's interests and provide the best possible information and analysis to your staff to assist them in the decision-making process.

We appreciate the opportunity to submit our proposal and look forward to participating further in the selection process. Please contact Florentina Craciun at (510) 213-7915 or fcraciun@mbakerintl.com with any questions.

Sincerely,

Kevin Gustoff, PE
Vice President

Florentina Craciun, AICP
Senior Planner

Michael Baker
INTERNATIONAL

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A

Firm Description

A. Firm Description

Michael Baker International has been in business for 75 years with a mission to conduct our services in an efficient and timely manner and to provide complete and accurate products that are responsive to our clients' needs. We have more than 20 years of experience providing planning and environmental review services in Northern California and along the coast. In addition, we have teamed up with SHN and Thad Van Bueren to enhance our local presence and experience.

Michael Baker International

Michael Baker International offers a comprehensive range of innovative services and solutions in support of federal, state, and municipal governments, and a wide range of private development and commercial clients. With more than $1 billion in annual revenue, Michael Baker has more than 6,000 employees in over 90 offices located across the United States and internationally.

Michael Baker maintains a diverse public and private sector client base ranging from international and federal government organizations to state and local agencies, private development, and worldwide and community organizations and institutions. The firm possesses the highest level of expertise and provides project teams to undertake a diverse range of projects, with solutions focused on sustaining the future. Services span the complete life cycle of infrastructure, environmental, development, and managed asset projects.

Michael Baker generally provides services to public agencies such as cities, counties, and other governmental agencies and provides such services in an extension of staff manner—something that differentiates Michael Baker from other environmental firms. Michael Baker prides itself on the ability to provide a wide (and growing) range of municipal support and management services to agencies, including general plan updates, zoning codes, contract staffing, and project management services. As contract planners, the firm regularly works with other departments to process applications and works with other consultants in the review of environmental documents, site plans, and tentative maps. Staff is familiar with the studies, permits, and reports necessary to obtain environmental clearance for a variety of documents. Michael Baker routinely assists planning departments to ensure they are fully compliant with the law and protected from costly lawsuits and unnecessary delays associated with challenges to environmental documents.

Environmental Services Overview

Michael Baker is recognized as an innovative and strategic partner in the preparation and processing of environmental documents and supporting technical studies. We have successfully completed thousands of environmental documents in compliance with the California Environmental Quality Act (CEQA). Our staff has served as environmental coordinators for several prominent cities and in this role has overseen those cities' compliance with all aspects of CEQA, from document preparation and review to CEQA training programs. As a result, staff has extensive experience conducting third-party review of CEQA documents, designing and conducting training programs, and developing standard environmental templates and guidelines.

We also have the in-house capability to prepare a variety of technical studies to support CEQA documents, including air quality analyses, greenhouse gas emission assessments, noise analyses, biological resources assessments/natural environment studies, water impact assessment and hydrology, transportation and traffic and visual impact analyses. We offer a full range of services related to sustainability, energy efficiency, and climate change mitigation and adaptation. We can develop programs to reduce and track greenhouse gas emissions while planning for climate change adaptation and resiliency to the inevitable effects of climate change.

Our environmental staff is complemented by in-house community facilitation and engagement specialists, as we recognize that the credibility of the environmental process is critical to the credibility of the reports themselves. Our planners are also skilled at presenting complex environmental documents to public audiences and decision-making bodies.

Additional Services

In addition to our main service lines, we can provide the following services:

- Permitting and regulatory process
- Natural resource assessment
- Visual assessment
- Archaeological and cultural resources assessment
- Geological and water resource assessment
- Air quality assessment and modeling
- Public participation and community outreach
- Environmental due diligence
- Community planning
- Noise analysis
- LEED facilities

SHN Consulting Engineers & Geologists, Inc.

SHN Consulting Engineers & Geologists, Inc. is a privately held California Corporation. Founded in 1979, SHN continues to meet the engineering and geologic needs of both public and private clients throughout the Pacific Northwest. More than 90 professional engineers, geologists, surveyors and environmental scientists enables the firm to offer a broad range of services to clients that seek to have integrated professional services provided by one firm.

At the heart of the firm's success is its commitment to excellence, the desire to provide meaningful work for its employees, and a passion for involvement in significant projects that contribute to a socially responsible, dynamic, and rewarding environment for clients, employees, and communities. SHN's specialized technical personnel include registered civil, chemical, geotechnical, and environmental engineers; registered geologists and engineering geologists; water resource engineers; environmental assessors; surveyors; planners; botanists; and biologists.

Thad M. Van Bueren, Professional Archaeologist

Mr. Van Bueren, M.A. RPA will conduct the archaeological study and prepare an Archaeological Survey Report. He is an archaeologist and historian with 35 years of professional experience in California. He began working in this field in 1978 and received a master of arts in anthropology in 1983. Mr. Van Bueren is registered as a professional archaeologist and qualified under the Secretary of the Interior's Professional Qualification Standards as an archaeologist and historian listed by the California Historical Resources Information System. His experience as a private consultant, state employee, and college instructor has contributed to his expertise in historic preservation law, regulations, and agency processes including CEQA and Section 106 of the National Historic Preservation Act.

Mr. Van Bueren offers a full range of professional services to those who need archaeological and other historical resource studies to address permit requirements for planned projects. Clients include private land owners, government agencies, nonprofit groups, environmental planning companies, architects and engineers, real estate agents, and tribes.

- Archaeological and Historical Resource Surveys (resource identification)
- Resource evaluation (determining if resources are significant and thus warrant protection or mitigation)
- Mitigation/data recovery (addressing impacts to significant resources)
- Management plans
- Interpretive products (exhibits, pamphlets, training seminars, etc.)
- Specialized analyses (radiocarbon dating, DNA analysis, obsidian sourcing and hydration, geophysical surveys, floral and faunal analyses, etc.)
- Mapping services (GIS, GPS, etc.)

B

Relevant Experience

B. Relevant Experience

Our environmental staff and technical team have experience in preparing project-level environmental analyses of coastal development and other visitor-serving projects.

We have performed numerous environmental analyses on projects ranging from coastal mixed-use proposals and major master plans of several thousand acres to individual coastal development permits. Our experience includes local coastal programs, hotels, and complicated mixed-use redevelopment projects. We understand the passion that many in the community bring to the planning process and will work with the City to provide an objective and understandable environmental analysis.

Large Commercial Development Experience

Michael Baker was recently awarded a multipart EIR to review three Dollar General stores in Nevada County. Our Project Director, Scott Friend, served as project manager and author on the projects outlined below. The projects required local and CEQA knowledge for successful completion of the environmental process.

- City of Orland – Extension of staff assistance in processing the application, design review, and preparation of a mitigated negative declaration (Grocery Outlet Store).
- City of Etna – Extension of staff assistance in processing the application, tentative map, and design review.
- City of Gridley – Extension of staff assistance in processing the application, use permit, and design review.
- City of Live Oak – Extension of staff assistance in processing the application and design review.
- City of Red Bluff – Extension of staff assistance in processing the application and preparation of a mitigated negative declaration (Grocery Outlet store included).

City of Pacific Grove, Sea Breeze Inn and Cottages Motel Additions IS/MND

Michael Baker prepared the IS/MND for the Sea Breeze Inn and Cottages Motel additions project, which would allow the addition of motel units, storage units, and offices at the Sea Breeze Inn and Cottages Motel in the City of Pacific Grove. The two motel sites are separated by thoroughfares and located within the scenic area of the city. The main project issues were visual resources, water supply, and transportation.

Key Staff: Florentina Craciun, Deputy Project Manager; Seth Meyers AQ/GHG/Noise Specialist, Joyce Hunting, Biological Resources

City of Pacific Grove, C-1-T Zone Condominium Ordinance Project IS/ND

Michael Baker prepared the IS/ND for the C-1-T Zone Condominium Ordinance Project, which involved the adoption and codification of the ordinance that would be codified as Title 23.32 of the City of Pacific Grove Municipal Code. The project would allow condominium development in Pacific Grove with an emphasis on the C-1-T (Light Commercial/Hotel/Condominium) district along with a variety of other light commercial and hotel uses. Allowing condominium development would help the City accomplish General Plan goals of adequately planning for growth while maintaining the city's character and aesthetics.

Key Staff: Florentina Craciun, Project Manager

City of Pacific Grove, Historic Pump House Demolition EIR

Michael Baker recently completed a Focused EIR for proposed demolition of a water pump house owned by California American Water. The structure, built in 1926, is a locally listed historic resource. In structural disrepair, the small building represented a blighted hazard to some and an important historic resource to others. The EIR contains an independent assessment by an architectural historian to place the resource in context and assess potential impacts if the building is removed. The project was completed on budget and on schedule, with compliments received from City staff. Key issues included aesthetic impacts on community character, cultural resources and biological resources.

Key Staff: Florentina Craciun, Deputy Project Manager; Seth Meyers AQ/GHG/Noise Specialist; Joyce Hunting, Biological Resources

City of Pleasant Hill, DeNova Homes IS/MND

Michael Baker is currently completing the DeNova Homes IS/MND. The project would construct 18 single-family homes and all associated improvements, such as roads and stormwater drainages, on approximately 9.8 acres. Residential lots would range in size from 6,030 to 11,556 square feet. The project site would be developed with one- and two-story homes, with four floor plan options. The project would increase the impermeable area on the project site. The existing site is 100 percent vegetated and permeable. The project would introduce 2.25 acres of impervious area (23 percent of the site) and 4.33 acres of graded slopes and landscape areas (44.2 percent of the site), and would preserve 3.22 acres of existing vegetated area (32.8 percent of the site). Key issues include grading on a slope, slope analysis, drainage pattern, aesthetics, recreation and transportation.

Key Staff: Florentina Craciun, Deputy Project Manager; Seth Meyers, AQ/GHG Specialist; Kit Custis, Geology/Slope Calculations; Tom Huang, Traffic/Transportation

City of Sunnyvale, Stratford School at Partridge Avenue EIR

Michael Baker recently prepared an EIR for a private school that would convert existing city facilities to a private school. The City deemed the site surplus and went through a bidding process to find the best bidder to meet the community's needs. The proposed project would include modernization of all existing buildings and improvements to meet any required ADA standards and fire codes. The school site is surplus property originally owned by the Santa Clara Unified School District and conveyed to the City of Sunnyvale in the 1960s. Major issues include traffic, recreation, and noise. The school was found not to be eligible for the California or National Registers, though the applicant will be refurbishing the facility.

Key Staff: Florentina Craciun, Deputy Project Manager; Seth Meyers, AQ/GHG/Noise Specialist; Joyce Hunting, Biological Resources

C

Key Personnel Qualifications

C. Key Personnel Qualifications

The staff members identified below form a team of dedicated environmental professionals available to the City of Fort Bragg. This team includes in-house CEQA and technical specialists.

Brief biographical sketches highlighting the qualifications and experience of key personnel are provided below.

Michael Baker International

Scott Friend, AICP, Project Director. Mr. Friend manages the planning services activities of Michael Baker's Chico office. With 20 years of professional experience, he is responsible for primary project management activities and provides technical review and oversight of office staff and projects. He specializes in current and long-range contract planning activities and the preparation and review of general plans and CEQA environmental compliance documents. Mr. Friend has provided principal direction and management on projects ranging from policy documents such as general and specific plans to implementation documents and programs such as zoning ordinance updates, design review programs, and planning program guidelines. He also manages and prepares the full range of CEQA and National Environmental Policy Act (NEPA) environmental compliance and review documents. His experience includes long-range and current planning activities for both public and private sector clients. He regularly provides direct staff support to various boards, councils, and commissions and has extensive experience in the preparation and presentation of visual and oral presentations to citizens, citizen bodies, and appointed and elected officials.

Florentina Craciun, AICP, Project Manager. Ms. Craciun is a certified planner with over six years of experience preparing CEQA/NEPA documents and permitting applications. She has managed environmental compliance for linear projects and urban development, including permitting and CEQA implementation. As part of her management role, she directed resource specialists in completing technical studies, including biological resources, hydrology analyses, and transportation and traffic. Ms. Craciun is experienced in compiling CEQA and permitting strategies and in guiding projects through the CEQA processes. She has conducted environmental review and compliance for a variety of projects, including urban development, rail, infrastructure, and park remediation projects. She has expertise in permitting strategies for projects to comply with federal, state, and local requirements. She has experience completing sensitive projects like areas under San Francisco Bay Conservation and Development Commission, as well as coastal towns like the City of Pacific Grove and San Luis Obispo County. She will serve as project manager, responsible for writing and document preparation as well as coordination and main point of contact.

Seth A. Myers, Air Quality/Greenhouse Gas Specialist. Mr. Myers has 10 years of experience and is an environmental planner and air quality/greenhouse gas analyst. He is involved in the preparation of initial studies/negative declarations, EIRs, and other CEQA documents. Mr. Myers has extensive expertise conducting both air quality and greenhouse gas analyses and possesses a comprehensive working knowledge of the associated regulatory environment. He is proficient in the use of CalEEMod, EMFAC2011, CALINE4, and other industry standard air quality and greenhouse gas analysis tools. As a certified arborist (ISA #WE-7501A), he also provides landscape and irrigation plan review for development and public works projects and performs hazardous tree assessments. He will conduct all air quality and greenhouse gas modeling.

Eddie Torres, Technical Specialist. Mr. Torres oversees and prepares environmental and planning studies for public and private sector clients under CEQA and NEPA. His responsibilities include staff training, public hearing presentations, and coordination of Michael Baker's extensive in-house team of experts, as well as various subcontractors. Mr. Torres draws on his broad background and understanding of environmental constraints to provide technical and CEQA compliance review and environmental documentation, in addition to research, analysis, and writing. He has managed a wide range of environmental planning projects, including environmental documents for land development projects, air quality studies, highly controversial hillside development projects, state-of-the-art visual analyses, facility siting, due diligence studies, and coastal development projects. Mr. Torres will work with the team to assist on visual and air quality analyses.

Joyce Hunting, Biological Resources and Habitat Planning. Ms. Hunting has 32 years of technical and practical experience working in California's diverse natural environments. Her experience includes preparing and managing the preparation of environmental documents that comply with the requirements of NEPA, CEQA, federal Endangered Species Act, California Endangered Species Act, California Public Utilities Commission, California Department of Transportation (Caltrans), Central Valley Flood Protection Board, and local jurisdictions. She also has expertise in the preparation of California Fish and Game Code 1602 Streambed Alteration Agreements, habitat conservation plans, natural community conservation plans, wetland delineation and restoration plans, biological resource assessments and mitigation programs, and implementation of habitat conservation and restoration plans. Her experience includes conducting public participation programs. Ms. Hunting will manage all biological services provided in support of the document.

Zico Saryeddean, P.E., PMP, LEED AP BD+C, Technical Specialist. Mr. Saryeddean has many years of experience applying engineering/construction management principles and practices to the development of infrastructure and utilities. He has managed over 500 projects which encompass site selection, site investigation, conceptual design, entitlement process, civil design, approval/permitting, construction management, QA/QC control, RFI, claims, change

orders, shop drawings, audits/civil inspections, and final certification. He has a verifiable track record for the successful management and completion of multimillion dollar projects within budget, on time, and per client requirements and expectations.

Kit Custis, Hydrogeologist. Mr. Custis has 33 years of experience in engineering geology and hydrology, including evaluation of slope stability, landslide hazards, seismic hazards, soil erosion, mine reclamation, groundwater and surface water contamination, water resources, water rights, stormwater pollution, fluvial studies of watersheds, and geophysical surveys. He has work experience in both private consulting and government.

Additional Staff Resources

The above list represents the staff which Michael Baker anticipates will be required; however, it is possible that the need for additional staff may arise. Therefore, Michael Baker may assign additional staff types as necessary to complete the services required for the project.

SHN

John H. Dailey, PE, GE, Senior Geotechnical Engineer. Mr. Dailey has more than 39 years of experience in geotechnical, civil, and environmental engineering while working with federal, state, and local regulatory agencies, as well as the private sector. His experience includes project management, subsurface geotechnical and environmental investigations, site remediation, plan and procedure development, specification and bid preparation, permitting, and subcontractor selection. Mr. Dailey's field experience includes excavation and drilling for geotechnical and environmental investigations, including soil and groundwater sampling; monitoring well design and installation; field and laboratory soil testing; and design and installation of remediation systems, including soil vapor extraction, pump and treat, and ozone sparging. Mr. Dailey has also performed investigations of landslides and structural damage due to landslides, settlement, undermined foundations, expansive soils and pavement evaluation and rehabilitation, with recommendations for repair to damage and correction of causes.

Giovanni A. Vadurro, CEG, Certified Engineering Geologist. Mr. Vadurro is a Certified Engineering Geologist with more than 16 years of professional experience in all aspects of geotechnical engineering work. He has worked on a wide variety of commercial, residential, and public sector projects. His geotechnical experience includes deep foundation systems, including piling, drilled piers, underpinning, and augers; development over settlement sensitive deposits; slope stability studies; landslide stabilization and mitigation; liquefaction potential and mitigation evaluations; and the identification and mitigation of surface fault rupture and earthquake-related hazards. Mr. Vadurro specializes in the application of Quaternary geology and geomorphology to geotechnical and geohazard evaluations and has conducted research-level studies of active faults throughout California, Nevada, and far east Russia pertaining to the siting of

critical facilities including nuclear waste repositories, and oil and gas pipelines. Mr. Vadurro is also experienced in surficial and bedrock field mapping with an emphasis on slope stability evaluations for hard rock and aggregate extraction.

Than Van Bueren

Mr. Van Bueren, M.A., RPA, has directed and reported on thousands of archaeological and historic resources investigations for diverse private, State, and Federal clients and employers throughout the western US over the past 38 years, conducting more than 250 archaeological and historic resources surveys in Mendocino County. His work has included surveys, evaluations of resource eligibility pursuant to state and federal criteria, and impact mitigation. His proximate local experience includes surveys of coastal access for the Hare Creek and Pomo Bluffs coastal access parks and surveys, evaluation and mitigation for the Fort Bragg coastal access park. His unique qualifications with regard to the physical, cultural, and regulatory environments of the current project make him the ideal candidate to carry out the cultural resources study.

D

References

D. References

The following is a list of four satisfied clients.

City of Pacific Grove: Projects include a Focused EIR for the demolition of a historic structure, and two initial studies for a hotel addition and a new zoning ordinance.

Anastazia Aziz, AICP, Senior Planner
City of Pacific Grove
300 Forest Ave., 2nd Floor
Pacific Grove, CA 93950
aaziz@cityofpacificgrove.org
(831) 648-3192

City of Sunnyvale: Projects include an EIR for the development of a private school that would reuse existing buildings, and the development of a Program EIR for a new Specific Plan.

Momoko Ishijima, Associate Planner
City of Sunnyvale
456 West Olive Avenue
P.O. Box 3707
Sunnyvale, CA 94088-3707
mishijima@sunnyvale.ca.gov
(408) 730-7532

City of Orland: Projects include large-scale developments in sensitive areas.

Peter Carr, City Manager
City of Orland
815 Fourth Street
Orland, CA, 95963
(530) 865-1603
citymanager@cityoforland.com

City of Pleasant Hill: Current project includes an IS/MND and analysis of previously prepared geotechnical studies, including slope analysis, biological resources studies, transportation and traffic and hydrological studies.

Jeff Olsen, Associate Planner
City of Pleasant Hill
100 Gregory Lane
Pleasant Hill, CA 94523
Jolsen@pleasanthillca.org
(925) 671-5206

E

Project Understanding, Approach, and Scope of Work

E. Project Understanding, Approach, and Scope of Work

The purpose of this section is to demonstrate our project understanding and expertise to conduct the environmental review for the Hare Creek Center. We deeply believe that documents should be judged by their quality and not quantity. As such, we will not regurgitate project knowledge that is available on the City of Fort Bragg's website. We will use this section to outline our goals for the CEQA process, and describe both our understanding of the project's uniqueness and our approach to successful completion of the CEQA process in light of such uniqueness. We understand the wealth of information available and we used that information to formulate our approach and goals.

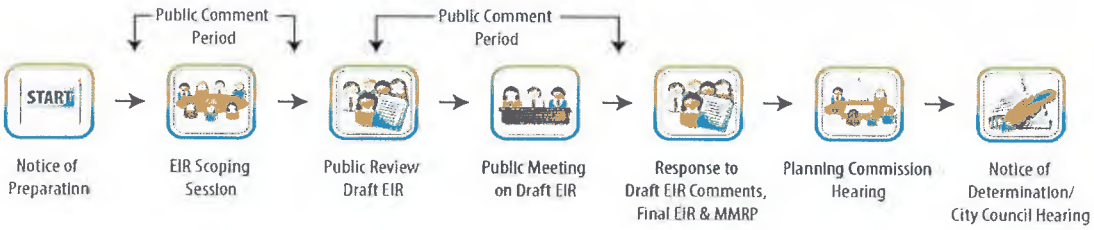
CEQA Process Goals

Before we dive into the heart of our expertise and our project understanding, we would like to outline our goals for the CEQA process and how our approach will help the City of Fort Bragg's outreach to its community. We see CEQA as part of the process for successful project completion and not as a hurdle that must be overcome. We bring this belief to the table through our interactions with the City, stakeholders, and the surrounding community. We believe that CEQA can be an extension of community involvement during the later stages of the project to enhance the community's understanding of the project. Through community outreach during the scoping process, we strive to clearly explain the "who," "what," "when," and "where" of CEQA to make it accessible, and not frustrating, to the general public.

CEQA Process Goals:

- Accessible
- Concise
- Not a hurdle but an opportunity
- Fortify role in the community
- Extension of community outreach

CEQA Process Explained



Project Understanding

While we like to showcase our project understanding, we believe that the best way to do so is not by repeating information readily available but by identifying project challenges and outlining our approach. Below is a brief description of the proposed project and the project area based on available data. A full project description will be developed as part of the EIR process. We understand that a revised project application is being developed by the applicant to address community concerns.

Group II Real Estate is proposing to develop a new shopping center, anchored by Grocery Outlet, at 1250 Del Mar Drive in the City of Fort Bragg. The new shopping center would include three buildings with a total of 29,500 square feet as follows: Building A with 15,000 square feet, Building B with 10,000 square feet, and Building C at 4,500 square feet. Associated improvements would include a new access road on the western edge of the property that would connect to Bay View Avenue and Ocean View Drive, a 99-space parking lot, loading zones, rainwater storage tanks, utility connections, drainage improvement, signage, landscaping, and pedestrian improvements. The total project area is approximately 2.42 acres and would be 3.16 acres upon approval of the lot line adjustment application. The project would front Highway 1 in the City of Fort Bragg and is located within the City's coastal zone.

The project site is located within the City's Coastal General Plan area and is currently vacant. The area is used for casual recreational activities like dog walking and community events, and is surrounded by a Frisbee golf park, College of the Redwoods, and Hare Creek. The topography of the project site is relatively flat with a small hillock in the center. Elevations range from 55 to 125 above mean sea level. The project area is mostly covered in nonnative grasslands and ruderal scrub. The area is visible from Highway 1, which, although not a designated State Scenic Highway, serves as the primary north-to-south roadway and a gateway to the city.

We understand the project's rich history, composed of multiple development proposals as well as previous CEQA and public outreach activities. We have reviewed all pertinent information and are ready to incorporate it as needed in the Draft EIR.

Project Challenges

The project has a long history in the community of Fort Bragg. From its original application to the City Council appeal, there are a few recurrent issues that we perceive to be the biggest challenges to successful project completion. These issues are briefly discussed to show our understanding of the project and the community.

Coastal Zone Location: The project area is located within the Coastal Zone, which poses specific challenges for the development. The project must comply with the City's Coastal Zone General Plan as well as other California Coastal Commission regulations. Before any development can be approved the City must find that the development conforms to the certified Local Coastal Program and other findings required by Section 18.71.040 of the Coastal Development Permit ordinance of the Coastal Land Use and Development Code. As such, we understand that the project should protect and enhance the goals associated with development within the Coastal Zone. In our environmental documents we will pay special attention to issues like grading and water quality, aesthetics, land use planning and conformity with regulations enacted to protect the environment, as well as biological resources. We will also clearly discuss our findings with the City and other responsible agencies, to ensure that there are no surprises when the document gets published for public review.

Community character and viewsheds: From our experience working with big and small communities alike, community character is something that can bring people together and divide them at the same time. Fort Bragg identifies itself as a small rural community with natural beauty and as a place that people want to live and visit. As such, access to scenic and recreational resources is important to maintaining such character. The project area is located within a Scenic Review area and would require a Visual Analysis and a Coastal Development Permit. Our technical specialists will look at the project and its potential to impact viewsheds within the project area, and clearly define its impact on community character. During the public scoping process we will ask the community to define itself, to identify important views in the project area, and identify key issues as they pertain to visual resources. Our analysis will take into consideration the feedback received during the public scoping process as well as during the previous public meetings.

Water Supply: California is in the midst of a multiyear drought. It has yet to be seen if the recent rains brought by El Nino have replenished reservoirs and aquifers alike. As such, we have to pay special attention to water resources, their availability, and how they are used. Water availability came through loud and clear as an issue of concern to the citizens of Fort Bragg regarding this project. The health and wealth of the City's water supply will be part of our analysis. Michael Baker has experience completing EIRs where water supply became a focal point for decision-makers. Despite the findings in the Initial Study regarding water supply, we anticipate that long-term water issues will continue to be a central point of discussion as the project nears implementation. For this reason, we will prepare an updated water supply assessment and update the groundwater recharge and water balance evaluation study. Michael Baker has experience not only in preparing such studies but we also keep track of published court cases, and current litigation and pending decisions as they relate to water supply issues and CEQA.

Project Challenges:

- Community character
- Viewshed impacts
- Water supply
- Archeological resources
- Economic impacts

Archaeological/Geoarchaeological Resources: Because of the area's established rich history, there is a potential at the site for prehistoric and historic-period archeological resources. During the initial tribal consultation, the Sherwood Band of Pomo Indians requested consultation during construction. As such, we believe that special attention needs to be paid to these resources. Our specialists are fully equipped to provide documentation to support the compilation of the focused EIR. We are partnering with Thad Van Bueren, a local archeologist, to complete this task, to ensure we capture all local nuances.

Economic Impacts on the Surrounding Business Community: Although this is not a CEQA issue per se, we wanted to make sure we outline it due to its importance to the community. We appreciate the City's studies underlined in the staff report regarding this issue. At the City's request, we can provide services to augment the City's studies regarding the economic impact of the proposed project.

Project Approach

"Least-First" Project Approach to CEQA Compliance

Expediting a schedule within the CEQA process really comes down to three basic elements: proper scoping, staffing, and scheduling.

Every local, state, and federal agency has a nuance or two that must be addressed for them to accept the analysis. We ask questions first, learn as much as we can about the project description, then scope the assignment appropriately.

This eliminates last-minute surprises, opens communication early in the project, and minimizes the need to change scopes, budgets, or timelines.

The least-first approach also applies to the preparation of an initial study or EIR. During our initial review, we will focus on the issues applicable to the project (i.e., how the existing documents addressed environmental issues and what are the main concerns of the community), rather than simply following the CEQA Appendix G checklist. We can configure the project team to bring only the necessary resources to the project. This ensures that the City pays only for those personnel essential to the project, and we will only assign qualified staff members who have time to commit to the assignment.

Finally, project management and experience with CEQA processing schedules is essential. With our detailed scope of work, we will work out a timeline for each task in the process, including mandated public review periods and assumptions for internal City review and comment on documents. Our project manager will review the schedule in detail with City staff, so that all parties are clear on the process and expectations.

At every stage, we will work with the City to ensure that the lessons of previous projects are addressed. The least-first approach does not imply a shortcut, simply a professional ideal of doing only what is necessary. CEQA supports this approach and has a section called "reducing delay and paperwork." While not always possible, we will always look to prepare a negative declaration or mitigated negative declaration first, before recommending an EIR.

Communication

We also have video conferencing ability so we can all be in the same room while sitting at our desks.

We provide regular updates to City staff so that there is seldom a question of where the project is in "the process." Regular meetings, conference calls, and update memoranda ensure that the project team is moving forward and that issues get resolved quickly. Although we are located in Oakland, impromptu meetings are not a problem as we are mobile and love driving up the coast. We usually schedule regular conference calls, e-mail agendas, and assign follow-up tasks based on information exchanged during the calls. The status of the project schedule and budget is reviewed on every call, and summaries of the calls are e-mailed to all participants. For example, on a recent project in Gilroy, this method of coordination and communication helped the City to certify an EIR and gain approval for a major distribution center in a nine-month time frame.

Project Management

We approach every project with two key thoughts. First, we don't get paid by the word. Adding words and technical reports that kind of, but don't precisely, address the issue will not help if the project is challenged. Excessive text increases the likelihood of inconsistencies, and producing too many reports adds to confusion for the reviewer and becomes a nightmare when preparing the administrative record. Certainly the environmental document needs to be technically accurate and of sufficient length to address relevant issues, but above all it must be clear and concise. There is always value in reviewing existing documents, but if they do not pertain to the project, the issue, or the impact, they should be left out of the final product. A lengthy list of references is not a surrogate for a properly prepared technical study that actually addresses the issue.

Second, we remind ourselves that the environmental document and associated technical studies are not the project. The environmental documentation is only one piece of information presented before taking action on the project. The environmental documentation must accurately reflect the project and provide a clear recommendation for the decision-making body. Conditions of approval, design aspects of the project, and other information will affect discussion of the project, but unless the information addresses an environmental issue, it must be left out of the environmental document.

This sounds simple, but many people will want the environmental document to make the decision for them, include information that isn't relevant, or have the environmental document support the project. They may be indignant if the document doesn't support their decision or include their mitigation ideas. The environmental document should remain an objective informational document that analyzes and solves environmental impacts anticipated for the project.

We maintain our own accounting department, with an accounting staff person assigned to each project. Weekly budget reports are provided to the project management team to provide up-to-date status of staff hours and budget status. Our software allows the manager to determine the budget and work effort on a weekly or even daily basis if necessary. As part of our coordination efforts, we will review the budget and discuss any scope changes or new information that emerges as the project develops.

Quality Control

To ensure document quality, we conduct the following steps:

1. Senior technical staff review all technical reports and analyses by topic (e.g., biological resources director and principal land use planner) for technical accuracy and completeness.

2. After technical sections are approved by senior staff, they are reviewed by the project management team for accuracy in addressing the project specifics, meeting client expectations, and compliance with the scope of work.

3. Following project management review, technical sections are reviewed by our senior environmental quality control staff, who review for adequacy associated with current case law and as a set of "clean eyes" since this staff is not directly working on the project.

4. Final review is completed by our technical editor, who checks for consistency in use of terms, facts, references, grammar, spelling, and document format.

We will provide electronic copies of all technical reports relied upon for the analysis. All web-ready documents will be compliant with the Americans with Disabilities Act.

Because we are known for being an extension of staff and for facilitating group meetings, we will ensure a collaborative but independent analysis. It is imperative that the technical studies evaluate the whole of the project (on- and off-site impacts) as well as all of the project features. It is also essential that the resulting report describe the impacts of the project included in the environmental document. We ensure references are actually needed and accessible should the document be challenged. We also ensure any mitigation measures are both reasonable and within the capabilities of the agency to implement.

Once the environmental document is prepared, we first review it to make sure it meets our standards for thoroughness and content. After our review, we will forward it to the City for review and comment. We also like to meet with staff once the environmental document has been reviewed to resolve any issues or concerns. For efficiency, we will reuse relevant text from similar environmental documents, particularly for information that does not change often (e.g., regulatory setting). However, all text that is reused is carefully reviewed for all project-specific, local issues, or relevant information.

Technical Approach

We believe in building on existing knowledge to create better environmental documents. As such, the environmental document would build on some of the lessons learned during the previous CEQA and outreach process. We will employ the following techniques to make sure that we provide the best CEQA services while serving the community.

Assessment and Utilization of Existing Documentation: We understand that a wealth of information is available for the project, as outlined on the City's website. The existing information in some cases may be outdated. Our experts will review all information including the Initial Study/Mitigated Negative Declaration, Traffic Study, Water Modeling Study, Geotechnical Study, Coastal Act Compliance report, and other studies. These studies will be updated as necessary by our technical experts. We believe that the geotechnical report and the groundwater recharge reports will need to be updated and we included such updates as optional tasks in our proposal. Further, because so much data is available for the project area, the team feels confident that we can streamline the schedule to comply with CEQA. We will incorporate by reference existing documents (CEQA Guidelines Section 15150) and draft an EIR that covers the project area. This would eliminate repetition of effort and keep the project on an expedited schedule.

Type of EIR and CEQA Review: As a wealth of information is readily available and an Initial Study has been prepared, we propose a Focused EIR. Unlike typical EIRs that provide in-depth analysis on a broad range of subjects, this EIR can focus primarily on impacts that we believe could be potentially significant such as aesthetics, cultural resources, air quality and GHG emissions, water quality and resources. We will use the existing Initial Study to scope out areas that would not be impacted, such as agricultural or mineral resources. Such a limited-scope or Focused EIR would allow us to use previous information to the maximum extent, while focusing our analysis on project-specific impacts. It would also allow us to home in on the community's concerns and pay attention to the project's unique circumstances outlined above.

We will use existing documentation and produce a Focused EIR. This will allow us to concentrate on the most important issues outlined by the community.

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.

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

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

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 tor 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

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.

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.

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.

F

Budget and Schedule of Charges

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.

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	16	10	4		98	$12,430		$12,430
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			30						2	40	$4,810	$300	$4,810
Direct Costs*													$-		$5,000
Subtotal	**8**	**22**	**17**	**13**	**135**	**31**	**23**	**70**	**178**	**28**	**28**	**553**	**$57,665**	**$5,000**	**$62,665**
Optional Task: Technical Drainage Study															$20,400
Optional Task: Groundwater Recharge Study															$34,800
Optional Task: Water Supply Study Update															$13,500
Optional Task: Geotechnical Services															$14,600
Optional Task: Archaeological Report															$3,850
Total															**$149,815**

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.

G

Work Schedule

G. Work Schedule

Project Schedule

Michael Baker International is prepared to kick off the project immediately after contract award and will mobilize the resources needed to meet the City's needs. The schedule assumes that Michael Baker receives notice to proceed by March 15, 2016. We will work diligently to meet our schedule and to expedite it whenever possible. The schedule may be refined based on scope negotiations with the City and a more detailed review of work tasks and assumptions. The schedule can include extra scoping meetings and outreach for the project.

Upon project initiation we will prepare a detailed schedule for your review, and we are fully prepared to implement flexible work scheduling to meet the needs of the project.

Phase	Task	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan, 2017
Initial Scoping and Analysis*	Review Existing Documents and Prepare Project Description	✓	✓									
Technical Studies	Review Existing Studies	✓	✓									
	Prepare Technical Studies		✓	✓								
Environmental Documentation	Notice of Preparation and Scoping Meeting		✓	✓								
	Administrative Draft EIR			✓	✓	✓	✓					
	Print-Check Draft EIR						✓	✓				
	Draft EIR (includes 45 days public review period)								✓	✓		
	Administrative Final EIR										✓	✓
	Print-Check FEIR											✓
	FEIR, CEQA Findings										✓	✓

*We assume coordination meetings with City and responsible agencies will be ongoing.

H

Sample Work Product

H. Sample Work Product

Please find on enclosed CD two sample work products:

1. City of Pacific Grove Focused EIR – Florentina Craciun served as the Deputy Project Manager and produced the Focused EIR. She authored the Initial Study to focus out resource areas, authored all of the sections by using technical reports prepared by technical specialists, including cultural resources. Ms. Craciun managed the public scoping meeting, budget and schedule. The EIR was delivered on time and on budget. The pump house was demolished and the City of Pacific Grove is currently preparing the memorial plaque.

2. Nevada County, Higgins Center Commercial Development EIR – Scott Friend served as the Project Manager for this project, which included the annexation of 19.63 acres and the construction of a Pilot Flying J Travel Center. Mr. Friend managed the project, the technical experts as well as junior planners. He communicated with responsible agencies as needed and guided the City through the annexation process.

Insurance

I. Insurance

Michael Baker is a large firm and carries large amounts of insurance which will more than adequately provide protection to all of our clientele. Except for minor clarifications explained under the Consultant Agreement Section of this proposal, we will easily be able to comply with the insurance needs of the City of Fort Bragg.

J

Consultant Agreement

J. Consultant Agreement

Michael Baker appreciates the opportunity to preview the consultant services agreement that will be utilized by the City for this project and provide any comments. We have contracted on thousands of projects over our 75-year history and are confident in our ability to come to mutually acceptable terms with the City of Fort Bragg. Upon selection of this proposal, we would respectfully request review and consideration of the comments and requested changes shown in "tracked changes" in the following pages of the City's contract.

ATTACHMENT 2

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2015 by and between the City of Fort Bragg, a California Municipal Corporation, 416 N. Franklin Street, Fort Bragg, California, 95437 ("City"), and ____name/address_____, a _____, ("Consultant").

RECITALS

WHEREAS, City has determined that it requires the following professional services from a consultant: to _____; 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 _____, 2015, by Resolution No. _____-2015 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: _____. 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 _____ and expire on _____ unless the Agreement term is amended or the Agreement is terminated in accordance with its terms.

3. PAYMENT TERMS AND NOT TO EXCEED AMOUNT

Commented [WP1]: We respectfully request a measurable timeline for processing of invoicing.

City agrees to pay Consultant for Services within thirty (30) days receipt of a properly submitted invoice 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 $_____ (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 _____ (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

Commented [WP2]: Here and in other sections of the contract, whenever approval of a party is needed, we ask for this addition.

Consultant may subcontract portions of the Services upon the prior written approval of the City, which shall not be unreasonably withheld, delayed or conditioned. 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.

ATTACHMENT 2

7. STANDARD OF PERFORMANCE

Commented [WP3]: We request clarifying terms as shown.

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~~ reasonable discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, ~~immediately~~ promptly 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

Commented [WP4]: Michael Baker will be responsible for its errors, but cannot take responsibility for the actions of parties outside our control. Additionally the most important insurance policy to our clientele and our firm is our professional liability policy which provides coverage the to the extent of the policy-holders negligence and does not provide defense for parties outside of the policy-holder. The requested changes are to make this section insurable and more reasonable as regards excess liability.

~~To the maximum extent permitted by law,~~ Consultant shall, ~~at its own expense,~~ indemnify~~, 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, ~~whether actual, alleged or threatened, arising out of or in connection with~~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~~, regardless of any fault or alleged fault of the Indemnitees~~.

ATTACHMENT 2

~~The Consultant's obligation to indemnify, defend and hold harmless under this provision shall not be excused because of the Consultant's inability to evaluate Liability, or because the Consultant evaluates Liability and determines that the Consultant is not or may not be liable. The Consultant must respond within 30 calendar days to any tender for defense and indemnity by the City, unless the time for responding is extended by an authorized representative of the City in writing. If the Consultant fails to accept tender of defense and indemnity within 30 calendar days, in addition to any other remedies authorized by law, so much of the money due or that may become due the Consultant under this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the matter subject to tender, or until the Consultant accepts the tender, whichever occurs first.~~

~~The Consultant waives any and all rights to express or implied indemnity against the Indemnitees concerning any Liability of the Consultant arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement.~~

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.

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.

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, then to the extent City has treated Consultant as an independent contractor, 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.

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.

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.

ATTACHMENT 2

11. INSURANCE

a. Before commencing performance of the Services, Consultant, at its own cost and expense, must: a) procure "occurrence coverage" or "claims-made coverage" (as applicable) 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.

Commented [WP5]: We can comply with the types and limits of insurance required, but some clarification is needed due to coverage commercially available and company policy.

Commented [WP6]: Professional liability insurance as required below is only available on the claims-made basis to our profession.

ATTACHMENT 2

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.~~

Commented [WP7]: We ask that insurance terms be measurable and set to specifics in a contract.

~~f.~~e. 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.~~f. 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.~~

Commented [pw8]: Our concern with such clauses is that we have no control over the coverage terms of the carrier. Should a policy-holder fail in a reporting duty under their policy, we cannot say that such failure would not affect the coverage.

(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.

Commented [WP9]: Most carriers will provide advance notice for cancellation of a policy only, and such notice is delivered by regular mail.

~~h.~~g. 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

ATTACHMENT 2

TWO MILLION DOLLARS ($2,000,000) per claim covering errors and omissions. ~~Any deductible or self-insured retention under the required professional liability insurance may not exceed $150,000 per claim.~~

~~i.~~h. 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.~~i. 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.~~j. 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.

Commented [WP10]: For at least 10 years, Michael Baker has carried the following deductibles on our policies: $250,000 CGL; $100,000 Auto; $500,000 Workers Comp; and we can evidence first dollar coverage through our captive carrier on our PL policy.

Commented [WP11]: Due to security and confidentiality concerns, Michael Baker has a policy of not providing full policies of insurance outside of the company.

Commented [WP12]: A request for removal of non-applicable terms.

ATTACHMENT 2

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

a. Subject to Sections "b", "c" and "d" below, Aall 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, and City agrees to indemnify and hold harmless Consultant from all costs, losses, and expenses, including legal fees, incurred as a result of any such modification or reuse by City.. 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.

b. City acknowledges that as part of performing the Services, Consultant personnel may utilize, develop and/or modify proprietary software, methodologies compositions, publications, plans, designs, specifications , blueprints, maps, formulas , processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties which has been originated or developed by the personnel of Consultant or its affiliates or by third parties under contract to Consultant to develop same, or which has been purchased by, or licensed to, Consultant (collectively, "Consultant Proprietary Intellectual Property"). City agrees that Consultant Proprietary Intellectual Property is the sole property of Consultant (or its licensor) and that Consultant (or its licensor) will at all times retain sole and exclusive title to and ownership thereof.

c. City agrees that any additions, enhancements, improvements or other modifications to Consultant Proprietary Intellectual Property developed, acquired or first conceived or reduced to practice by Consultant personnel or any third party on behalf of Consultant, whether in conjunction with performing the services or work under this Agreement or otherwise ("Consultant Enhancements") shall be the sole property of, and ownership shall vest in Consultant (or its licensor). City agrees to take all reasonably necessary actions which are necessary to assure the conveyance of all rights, title and interest in, to and under any Consultant Enhancements, including copyright, to Consultant (or its licensor). The cost of conveying such rights shall be at Consultant's expense.

d. Consultant grants to City a non-exclusive, royalty-free, perpetual license to use the Consultant Proprietary Intellectual Property and the Consultant Enhancements to the extent necessary to allow the City to use any the records and information produced, or generated as part of the services performed under this Agreement.

Commented [WP13]: We agree that any work product will become the property of our client. The requested changes are to ensure no liability against the preparer of the work product if our client re-uses or modifies deliverables improperly, and to protect ownership of pre-existing ideas, processes or materials that may be used in completion of the services under this Agreement.

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ATTACHMENT 2

15. TERMINATION AND REMEDIES

Commented [WP14]: We respectfully request a stated right to terminate the agreement if necessary (for example for failure of our client to pay for services performed).

a. ~~City~~ Either party may terminate this Agreement for convenience by giving at least 10 days written notice to ~~Consultant~~ the other party 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. Neither party shall unreasonably withhold, delay or condition such consent.

17. REPRESENTATIVES

a. City representative for purposes of this Agreement will be _____. Consultant representative for purposes of this Agreement will be _____. 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:

ATTACHMENT2

[CONSULTANT'S NAME, ADDRESS]

Any written notice to City shall be sent to:

[NAME]
City of Fort Bragg
416 N. Franklin
Street
Fort Bragg, California 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

Commented [WP15]: We request that such clauses be similar to arbitration or mediation clauses where each party under any legal action would bear its own costs.

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~~each party will bear ~~entitled to reasonable attorneys'~~its own costs. ~~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.

24. WAIVER OF CONSEQUENTIAL DAMAGES

Commented [WP16]: The addition of the following two clauses are requested as they are common clauses to the professional services agreements we enter into with clients.

In no event shall either City or Consultant have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages or any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or

loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.

25. FORCE MAJEURE

In no event shall either City or Consultant 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 HEREOF, the parties have caused their authorized representative to execute this Agreement on the date first written above.

CITY	CONSULTANT
By: _____	By: _____
Linda Ruffing	
Its: City Manager	Its: _____

ATTEST:

[Attach Notary Page]

By: _____
June Lemos
City Clerk

APPROVED AS TO FORM:

By: _____
Samantha W. Zutler, City Attorney

Exhibits: Exhibit A – Consultant's Proposal

Rev. 2014-03-10

Hydrology Studies

Michael Baker will perform the studies proposed below as requested by the City. We will assign a small team of technical staff and resumes can be made available upon request. Zikar S. Saryeddean, P.E., PMP, LEED AP BD+C, Technical Manager's resume is made availbalbe in Appendix A, as he will be revieweing the existing studies. A brief bio of key personnel is included below.

A. Optional Task: Technical Drainage Study

Fee = $20,400 *fee breakdown available upon request*

Michael Baker International will prepare a Technical Drainage Study to evaluate the impacts of the proposed development on existing drainage facilities and to verify the proposed project is in compliance with the City's Storm Drainage Master Plan. Michael Baker will evaluate the 10-year and 100-year storm events for the proposed site during existing conditions and post-project conditions using the rational method. We will determine pre-project and post-project peak flow rates and evaluate the hydraulic capacity of proposed drainage facilities.

B. Optional Task: Groundwater Recharge Study Update

Fee = $34,800 *fee breakdown available upon request*

As an optional Task, Michael Baker International has teamed with Kleinfelder to provide a Groundwater Recharge Study Update to the Groundwater Recharge Study prepared by Nolan Associates in 2004. Since the original Study was completed in 2004, significant drought has afflicted California which may lead to varying effects on the aquifer below the Project site. In addition, significant State legislation regarding groundwater has been passed since the original report. Therefore, Kleinfelder will provide a new standalone "paper study". We will review the subsurface hydrogeological evaluation referenced in the Nolan Report and verify the assumptions and conclusions from the investigation. We assume no new field work will be required, but will recommend additional field work, if necessary. The Groundwater Recharge Study Update will evaluate the project's overall compliance with recent groundwater legislation. We will update the rainfall and runoff calculations and water use parameters as necessary to revise the total groundwater recharge potential lost because of the proposed development. We will determine the impact of the proposed Project on groundwater availability for existing domestic use in the Project area.

C. Optional Task: Water Supply Study Update

Fee = $13,500 *fee breakdown available upon request*

Michael Baker International will provide an Update to the Water Model Study to evaluate the proposed Project's impact on the City's Water Supply system during a severe drought. We will review available technical studies provided by the City such as the *City of Fort Bragg, Phase 1 Water Facilities Study: Existing Water Collection, Distribution and Capacity* (2013 KASL), *Technical Memorandum No. 1, Georgia-Pacific Fort Bragg Mill Site Redevelopment Project - GP and City of Fort Bragg Potable Water Demand and Supply Projections* (2011 West Yost). For the purposes of this study, it is assumed the technical studies made available to review by Michael Baker International will have evaluated the City's water supply during multi-year drought conditions. (It this information is not available, Michael Baker will prepare a scope and fee to perform this work). Michael Baker International will prepare a technical memo providing a summary of our findings and make a determination on the effects of the proposed project on the City's water supply system during a multi-year drought conditions.

Exclusions:

- FEMA CLOMR/LOMR Studies
- Water quality analysis
- Analysis of BMPs, Hydromodification, detention basins
- Field work in support of Groundwater Recharge Study Update (drilling, site investigation)
- Hydraulic modeling of water supply system
- Water balance calculations
- No responses to agency comments are anticipated. Any comments to be addressed may require additional fees.

Key Staff

David Mueller, P.E. , Project Manager

Mr. Mueller has over 19 years of experience in water resources and civil engineering to include watershed studies, master planning, bridge hydraulic studies, FEMA LOMR/CLOMR/FIS studies, drainage design, and hydrologic and hydraulic analysis in support of roadways, railways, and land development projects. He has vast experience in HEC software, GIS-based software including ArcHydro tools, and two-dimensional floodplain and in-channel modeling.

Chelsea G. Gillis, E.I.T., Civil Associate

Ms. Gillis a civil designer with recent experience on land development, water resources, and alternative energy projects. She has provided engineering and construction support for new residential developments, commercial sites, a new resort and casino, criminal justice facilities, and several solar energy sites. Her responsibilities encompass all aspects of civil design, including grading, drainage, utilities, and preparation of plans and specifications.

Alicia J. Brundage, PE, Project Manager - Water Supply /Wastewater

Ms. Brundage has 24 years of varied and broad-based experience covering many civil engineering disciplines and all aspects of project implementation and management. She has significant experience in planning, design, contracting, quality assurance and project and construction management of both traditional design/bid/build and design/build projects in New Mexico and California. Ms. Brundage has provided design and construction engineering services for water, wastewater, structural, transportation, drainage, erosion control, flood plain management and administration, and historic preservation projects.

Cultural Resources Studies

Archaeological Services to be provided by Thad M. Van Bueren for the Hare Creek Center EIR

In accordance with the Request for Proposals issued by the City of Fort Bragg with a submittal deadline of February 19, 2016, I agree to provide the following services:

1) Attendance at meetings: Up to 8 hours including travel time (one hour round trip per meeting) and mileage reimbursed at current federal rate.

2) Conduct a cultural resource survey that encompasses the following tasks:

   a) Conduct a comprehensive record search at the Northwest Information Center of the California Historical Resources Information System to review past studies and resource records and examine historical and ethnographic data and publications. This review will include inspection of a prior report by Archaeological Resource Service, *Cultural Resources Evaluation*, May 4, 1994.

   b) Contact the California Native American Heritage Commission and California Office of Historic Preservation to request information about known sacred sites and a list of tribes that may have an interest in this project. Write letters to all Native American tribes identified by the NAHC/OHP to seek information about known resources and issues of concern.

   c) Carry out an intensive pedestrian surface inspection of the project area to identify any archaeological resource that may qualify as a historical resource for purposes of CEQA and the Coastal Act. The identification effort will be pursued with transects spaced at 5 meter intervals and shallow (10 cm) shovel probes placed at 5 meter intervals along each transect to identify any qualifying resources.

   d) Prepare DPR 523 inventory form(s) for qualifying resources if any are discovered.

3) Prepare a confidential Archaeological Survey Report documenting the results of the identification effort listed in Task 2 above. The report will assess the potential for significant impacts to any discovered resource and define options for addressing evaluation and/or mitigation tasks including archaeological monitoring during construction. A budget for that additional work will be included for those additional tasks.

4) Consultation/advice on how to respond to comments not to exceed 4 hours.

The total cost for performing all of the services specified in this scope shall not exceed $3,850 for labor and direct expenses including mileage. This scope of work excludes writing portions of the EIR, evaluation to determine whether or not discovered resource(s) qualify as historical resource(s) or unique archaeological sites for purposes of CEQA or the Coastal act, and mitigation of impacts to a discovered resource. Those additional tasks must be separately negotiated.

My insurance coverage limits are below those set in the RFP ($1m commercial auto and professional liability; no workers compensation because I have no employees). I can supply certificates for your review. My coverage has been accepted by the City of Fort Bragg in the recent past (2015). If I need to buy higher limits, that additional expense will need to be added to the not to exceed quotation provided above.

Thad M. Van Bueren

Professional Archaeologist & Historian

(707) 964-7272
email: thad@mcn.org

P.O. Box 326
Westport CA 95488
FAX by arrangement

RESUME

Education

1983	M.A. in Anthropology, San Francisco State University.
1978	B.A. in Anthropology, San Francisco State University.

Certifications

- Listed on the Register of Professional Archaeologists (http://www.rpanet.org/)
- Caltrans certified, Principal Investigator (Prehistoric & Historical Archaeology).
- Listed as an Archaeologist and Historian on the California Historical Resources Information System consultant list (http://www.chrisinfo.org/).

Academic Positions

1999	Instructor, College of the Redwoods, Mendocino Coast Campus, Fort Bragg, CA.

Professional Positions

2010-present	Senior Archaeologist, Pacific Legacy, Inc.
2010-present	Consulting Archaeologist, Anthropological Studies Center, Sonoma State University.
2009-2012	Technical Briefs Editor for Society for Historical Archaeology.
2009	Retired Annuitant (Archaeologist), Caltrans District 1 (Eureka).
2001-2008	Senior Environmental Planner (Archaeology), Caltrans District 4 (Oakland) serving as Branch Chief for historical archaeology and mitigation programs.
1991-2001	Associate Environmental Planner (Archaeology) for Caltrans Headquarters with responsibility for all types of archaeological investigations, coordinating statewide Section 106 compliance, preparing guidance, and staff training.
1989-1991	State Archaeologist II for the California Office of Historic Preservation, with responsibility for Section 106 review, preparing guidance, and grant management.
1981-1989	Associate Program Manager for INFOTEC Research, Inc. (now Applied Earthworks) with responsibility for archaeological investigations in California.
1978-present	Self-employed as an archaeologist and historian conducting all types of cultural resource investigations throughout California.

Summary of Experience

I have directed and written professional reports on thousands of archaeological and historic resources investigations for diverse private, State, and Federal clients and employers in the western US since 1978. That work has ranged from simple surveys to very large and complex excavations that evaluate and/or mitigate impacts to cultural resources. I am an expert on State and federal regulations and agency processes including Section 106 of the National Historic Preservation Act and the California Environmental Quality Act. I frequently lecture and have published significant findings in peer reviewed professional journals and books.

Publications and Major Reports

Books and Edited Volumes

2012 Belonging to Places: The Evolution of Coastal Communities and Landscapes between the Ten Mile River and Cottoneva Creek. *Mendocino Historical Review* 26.

2008 (Mary Praetzellis and Adrian Praetzellis, coauthors) Remaking Connections: Archaeology and Community after the Loma Prieta Earthquake. In *Archaeology as a Tool of Civic Engagement* edited by Barbara Little and Paul Shackel. Altamira Press, Berkeley, CA.

2006 (Volume editor) Daring Experiments: Issues and Insights about Utopian Communities. *Historical Archaeology* 40(1).

2002 (Volume editor) Communities Defined by Work: Life in Western Work Camps. *Historical Archaeology* 36(3).

1983 Archaeological Perspectives on Central Sierra Miwok Culture Change during the Historic Period. Master's thesis, San Francisco State University, San Francisco.

Published Articles (peer reviewed titles only)

2016 (in press) Tsunamis, Sea Level Rise, and Cultural Adaptation at Seaside. *California Archaeology* 8(1).

2011 (coauthored by Randy S. Wiberg) Putting Central California Charmstones in Context: A View from CCO-548. *California Archaeology* 3(2):199–248.

2009 (Not) Just Another Isolated Historic Refuse Scatter. *California Archaeology* 1(2):163-182.

2009 (coauthored by Kimberly Wooten) Making the Most of Uncertainty at the Sanderson Farm. *Historical Archaeology* 43(1).

2008 Late Nineteenth Century Chinese Farm Workers in the Mother Lode. *Historical Archaeology* 42(3).

2006 The Interpretive Potential of Utopian Settlements (with Sarah A. Tarlow). In Daring Experiments: Issues and Insights about Utopian Communities edited by Thad M. Van Bueren. *Historical Archaeology* 40(1):1-5.

2006 Between Vision and Practice: Archaeological Perspectives on the Llano del Rio Cooperative. In Daring Experiments: Issues and Insights about Utopian Communities edited by Thad M. Van Bueren. *Historical Archaeology* 40(1):133-151.

2005 In with the New and Out with the Old: Interpreting Household Transitions. *Proceedings of the Society for California Archaeology* 18:3-9. Chico, CA.

2004 The "Poor Man's Mill:" A Rich Vernacular Legacy. *Industrial Archaeology* 30(2):5-23.

2002 The Changing Face of Work in the West: Some Introductory Comments. In Communities Defined by work: Life in Western Work Camps edited by Thad M. Van Bueren. *Historical Archaeology* 36(3):1-7.

2002 Struggling with Class Relations at a Los Angeles Aqueduct Construction Camp. In Communities Defined by work: Life in Western Work Camps edited by Thad M. Van Bueren. *Historical Archaeology* 36(3):28-43.

Selected Major Reports

2015 *Results of Archaeological Mitigation for the Fort Bragg Coastal Trail Project in the City of Fort Bragg, California.* Submitted to City of Fort Bragg, Fort Bragg, CA.

2015 *Cultural Adaptation at Seaside in Mendocino County, California.* Submitted to California Department of Transportation, Marysville.

2014 *Archaeological Excavations at CA-YUB-438/H and CA-YUB-1772 near Smartsville in Yuba County, California.* Submitted to California Department of Transportation, Marysville.

2013 *Archaeological Investigations near the Northern Outpost of the Mendocino Reservation in Mendocino County, California.* Northwest Information Center, California Historical Resources Information System, Rohnert Park.

2011 *Data Recovery for the High Street Seismic Retrofit Project in Oakland, California.* California Department of Transportation, Oakland.

2011 *Data Recovery Plan for the Seaside Storm Damage Repair Project in Mendocino County, California.* Submitted to California Department of Transportation, Marysville.

2011 Historic Property Treatment Plan for the Fort Bragg Coastal Trail Project in the City of Fort Bragg, California. Submitted to City of Fort Bragg, Fort Bragg, CA.

2008 *Archaeological Investigations at CA-SFR-17/H in San Francisco, California.* California Department of Transportation, Oakland.

2007 *Archaeological Investigations at Seaside, Mendocino County, California.* California Department of Transportation, Eureka.

2006 (coauthored by Anmarie Medin and Dana Supernowicz) *A Historical Context and Archaeological Research Design for Agricultural Properties in California.* California Department of Transportation, Sacramento.

2005 *Lending a Hand: Archaeological Perspectives on Farm Labor at the Brown and Sanderson Farm (CA-AMA-364/H) in Amador County, California.* California Department of Transportation, Stockton.

2004 *Contemplating Household Transitions: Investigations at the Carnduff Dump (CA-SMA-368/H) in San Mateo County, California.* California Department of Transportation, Oakland.

2004 *A Germanic Enclave in West Oakland: Archaeological Investigations for the Mandela Park and Ride Relocation Project in the City of Oakland, California.* California Department of Transportation, Oakland.

2000 (coauthored by Dorene Clement, Jeff Crawford, Rand Herbert, Steve Mikesell, Stephen Wee, and Meta Bunse) *Water Conveyance Systems in California: Historic Context Development and Evaluation Procedures.* California Department of Transportation, Sacramento.

2000 (coauthored by Jill Hupp) *Searching for Utopia: Results of Archaeological and Historical Investigations at the Llano del Rio Colony (CA-LAN-2677H) near Pearblossom, Los Angeles County, California.* California Department of Transportation, Los Angeles.

1999 *Building the Los Angeles Aqueduct: Archaeological Data Recovery at the Alabama Gates Construction Camp.* California Department of Transportation, Bishop.

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	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED. EXP (Any one person)	$
							PERSONAL & ADV. INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PROJECT / LOC						PRODUCTS – COMP/OP AGG.	$
	OTHER							$
A	AUTOMOBILE LIABILITY			9100085929 00	6/4/2015	6/4/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EACH EMPLOYEE	$
							E.L. DISEASE-POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
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416 N FRANKLIN ST
FORT BRAGG, CA 95437-3210

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AUTHORIZED REPRESENTATIVE

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Dealey, Renton & Associates
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510 465-3090

CONTACT NAME:
PHONE (A/C, No, Ext): 510 465-3090 FAX (A/C, No): 510 452-2193
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Co. LTD	11000
INSURER B : Underwriters at Lloyds London	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Thad Van Bueren
P.O. Box 326
Westport, CA 95488

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			57SBAUY9959	12/05/2015	12/05/2016	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			57SBAUY9959	12/05/2015	12/05/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A					E.L. EACH ACCIDENT	$
	(Mandatory In NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
B	Professional Liability			PQ130592	01/14/2016	01/14/2017	$1,000,000 Each Claim $1,000,000 Aggregate	

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Geotechnical Studies

CONSULTING ENGINEERS & GEOLOGISTS, INC.
335 S. Main St.• Willits, CA 95490-3977• 707/459-4518 • FAX: 707/459-1884 • willitsinfo@shn-engr.com

Introduction

We understand the City of Fort Bragg is requesting a new geotechnical investigation report be prepared as part of the project-level Environmental Impact Report (EIR) for the proposed Hare Creek Center shopping facility. The proposed project will consist of a new shopping center anchored by Grocery Outlet and consisting of three buildings. Building A will be 15,000 square feet in area, Building B will be 10,000 square feet in area and Building C will be 4,500 square feet in area, for a total of 29,500 square feet of retail space. Associated improvements will include a new access road into the project, a new parking lot to service the proposed retail stores, and various other improvements.

Scope of Work

The purpose of our new geotechnical investigation and geologic hazards evaluation for the project would be to characterize the surface and subsurface conditions at the site in order to understand geohazards that could impact the site and to develop geotechnical engineering criteria for design and construction of the project. Specifically, the scope of our services would consist of the following:

1. Perform literature and map review, including available geologic maps, and available unpublished consultant reports for geologic and geotechnical projects in the area.

2. Perform a brief geologic reconnaissance of the site and vicinity to assess existing conditions.

3. We propose to drill five borings extending to about 15 to 20 feet in depth at the location of Building A, three borings to a depth 15 to 20 feet in depth at the location of Building B, and two borings to 15 to 20 feet deep at the location of Building C, for a total of 10 borings. Samples from each boring will be collected at suitable intervals, through the use of modified California split spoon samplers. The modified California sampler is advanced with brass liners that are retained for geotechnical testing. A drilling subcontractor would be retained to complete the borings. Soil cuttings from the ten borings will be spread onsite. The borings will be backfilled with cement grout.
   In addition, we propose to collect two to three bulk samples for laboratory R-value testing, for use in structural design of asphalt pavement sections for the access road and parking areas.

4. Samples collected from the borings will be returned to SHN's soils testing laboratory for geotechnical analysis. Anticipated tests include dry density and moisture content, percent passing the #200 sieve, shear strength, and Atterberg limits testing. Specific tests may be added or eliminated depending on the materials encountered at the site. The bulk samples will be tested for R-Value.

5. Provide an assessment of potential geologic hazards (e.g., strong earthquake ground shaking, surface fault rupture, tsunamis, liquefaction, seismic settlement, expansive soils) and discussion of possible mitigation measures, as necessary.

6. Provide seismic design parameters in accordance with the applicable portions of the 2013 California Building Code (CBC) and the American Society of Civil Engineers (ASCE) 7-10 Standard, including site soil classification, seismic design category, and spectral response accelerations.

7. Perform geologic/geotechnical engineering analyses in order to provide conclusions and recommendations regarding:

   a.) earthwork, including site and subgrade preparation, fill material specifications, and fill compaction requirements,

   b.) discussion of appropriate foundation options, including allowable bearing capacities, estimates of settlement (total and differential), minimum footing depth, and allowable lateral capacities,

   c.) support of concrete slabs-on-grade,

   d.) design and construction of asphalt pavement sections for the access road and parking areas, and

   e.) recommendations for observation of site preparation and grading, observation of foundation installation, and other geotechnical construction considerations.

We will summarize our findings in a written report, complete with field and laboratory data.

Cost Estimate

We propose to perform the services outlined herein on a time-and-expense basis in accordance with our attached Schedule of Charges. Based on our experience with similar projects, we estimate that the total fee for the above scope of work, including the cost of exploratory drilling equipment rental, will be $14,600.

John H. Dailey, PE, GE

Senior Geotechnical Engineer

Distinguishing Qualifications

- Geotechnical Engineering
- Project Management
- Civil Engineering Design of Underground Structures
- Environmental Investigations
- Remediation Systems Design

Years of Experience: 39

Years with SHN: 6

Education

B.S., Civil Engineering, University of California, Davis; 1975

Graduate Studies, University of California, Davis; 1975-1976

Graduate Studies, California State University, Fullerton; 1977

Certificate in Environmental Site Assessment & Remediation, UC Berkeley Extension; 1998

Professional Registrations

Registered Civil Engineer, California; No. 30345

Registered Geotechnical Engineer; California; No. 256

Professional Engineer / Civil and Geotechnical, Oregon; No. 79564

Professional Civil Engineer, Washington, No. 46060

Qualified SWPPP Developer (QSD) / SWPPP Practitioner (QSP) No.24360

Memberships

American Society of Civil Engineers

Association of Engineering Geologists

International Society of Soil Mechanics and Foundation Engineers

Relevant Experience

Mr. Dailey has more than 39 years of experience in geotechnical, civil, and environmental engineering while working with federal, state, and local regulatory agencies, as well as the private sector. His experience includes project management, subsurface geotechnical and environmental investigations, site remediation, plan and procedure development, specification and bid preparation, permitting, and subcontractor selection.

Mr. Dailey's field experience includes excavation and drilling for geotechnical and environmental investigations, including soil and groundwater sampling; monitoring well design and installation; field and laboratory soil testing; and design and installation of remediation systems, including soil vapor extraction, pump and treat, and ozone sparging. Mr. Dailey has also performed investigations of landslides and structural damage due to landslides, settlement, undermined foundations, expansive soils and pavement evaluation and rehabilitation, with recommendations for repair to damage and correction of causes.

Representative Projects

Upper Lake Reservation Sewer Line Extension, Upper Lake, CA. Project engineer during geotechnical investigation and evaluation for a force main sewer extension using Horizontal Directional Drilling (HDD) methods. Evaluation included estimating maximum allowable drilling fluid pressures and minimum required drilling fluid pressures to minimize potential hydrofracture during drilling of pilot hole, reaming, and pullback operations.

Waterfront Drive (G to J Streets) Connection, Eureka, CA. Project engineer during geotechnical investigation and preparation of plans for extending and widening of an arterial-commercial street, and to accommodate excavations for removal of contaminated soils at planned locations and to planned depths.

McNabb Vineyards, Hopland, CA. Project engineer during geotechnical evaluation of seepage and slope stability for an earthfill dam to satisfy requirements of the State of California Division of Dam Safety.

PG&E Unit 21 Geothermal Powerplant, Geysers, CA. Project Manager/ Engineer during geotechnical investigation for a major geothermal powerplant.

Santa Clara County Courthouse, San Jose, CA. Project Manager/Engineer during geotechnical investigation for a high rise structure with deep basement supported on driven pile foundation system.

PG&E Fairhaven Substation, Samoa, CA. Project Engineer during design of deep foundations for a substation yard expansion. Design alternatives included providing pile capacity criteria for drilled piers, driven concrete piles and Tubex piles.

Mendocino Transit Authority, Ukiah, CA. Project engineer during geotechnical investigation and design of an Administration/Operations Building and Solar Canopy supported on drilled pier foundation systems.

Calera Winery, Hollister, CA. Project Engineer during geotechnical investigation and design of a large underground wine cave complex in highly disturbed rock adjacent to the San Andreas Fault. Design included reinforced shotcrete tunnel liners and shotcrete/soil nail portal walls.

Noyo Harbor Mooring Basin Dock Replacement, Fort Bragg, CA. Project engineer during over-water geotechnical investigation for design of new piles for a proposed dock replacement. Responsibilities included engineering analyses to determine embedment depth and lateral capacities of various steel pipe and concrete piles in order to develop full moment capacity of the piles.

City of Ione Wastewater Treatment Plant, Ione, CA. Project Engineer during geotechnical investigation and developed design criteria for a below grade wastewater treatment facility.

Fisherman's Terminal Building, Eureka, CA. Project Engineer during geotechnical investigation and provided design consultation for a large high one-story building constructed over bay mud and supported on a driven pile foundation system.

Roblar Road Quarry, Petaluma, CA. Project Manager/Engineer for a permitting-based feasibility study for a hard rock quarry. Performed geotechnical investigation, slope stability analyses, and pavement evaluation for ingress and egress roads with recommendations for upgrading roads for increased Traffic Index due to proposed truck traffic.

Yuer Residence, Guerneville, CA. Project Manager/Engineer during geotechnical investigation, design and construction of a tied-back soldier pile wall to stabilize area above a large landslide along the edge of the Russian River.

Eureka High School, Eureka, CA. Project engineer during geotechnical investigation for design of a tied-back sheet pile wall to be constructed in an area of instability along the top of an ascending slope adjacent to the Industrial Arts Building.

Matson Creek Bridge, Coos County, OR. Project Engineer during geotechnical investigation for a concrete bridge located on Catching Slough Road that was supported on a deep driven pile foundation system.

Hammond Trail Bridge Replacement, Arcata, CA. Project engineer during the geotechnical investigation for a three-span concrete box girder bridge on deep pile foundation in 70 feet of liquefiable sands over the Mad River.

Pine Hill Road Bridge Replacement, Eureka, CA. Project engineer during geotechnical investigation for a concrete bridge supported on a driven pile foundation system in over 70 feet of soft bay mud and liquefiable sand layers.

Claeysens Residence, Petaluma, CA. Project manager/engineer during geotechnical investigation, design consultation, and construction of a buttress to stabilize a large landslide below the residence and barn.

Buena Vista Winery, Sonoma, CA. Project Manager/Engineer during geotechnical investigation and design consultation for structural renovation of 125-year-old stone building (historical monument) and adjoining tunnels for conversion into tasting rooms.

Paradise Vineyards Levee Evaluation, Sonoma, CA. Project Engineer during geotechnical investigation and evaluation of slope stability and seepage for 60-year-old compacted fill levees in Sears Point area.

Wonder Stump Water Tank Retrofit, Crescent City, CA. Geotechnical Engineer for seismic retrofit of exiting elevated water tank. (Professional Service 2014)

Coos Bay Public Library Structural Distress, Coos Bay, OR. Project engineer during geotechnical investigation and evaluation of structural distress due to differential settlement of the entire structure. Evaluation included providing recommendations for structural remediation measures including underpinning structure using micropiles.

Geotechnical Investigation, Facilities A and B Primary Care Clinic Renovation and Addition on Behalf of HY Architects, California Department of Corrections and Rehabilitation, Pelican Bay State Prison, Crescent City, CA. Geotechnical Engineer. On behalf of Hibser Yamauchi (HY) Architects, Inc., SHN provided various civil engineering services pertaining to the renovation and expansion of Facilities A and B in order to advance the project closer to the eventual phases of construction. The State of California Department of Corrections and Rehabilitation (CDCR) has made a focused effort to renovate, improve, or expand infrastructure capacity at existing prison facilities. In 2014, the Public Works Board approved the establishment of scope, cost, and schedule for the Health Care Facility Improvement Project at Pelican Bay State Prison in Crescent City, California. SHN's geotechnical investigation included reviewing subsurface information developed for surrounding projects during previous studies; conducting a field exploration and laboratory testing program; and developing geotechnical recommendations, including grading and foundation recommendations for the planned construction. The final geotechnical report also documented the services provided and presented SHN's geotechnical recommendations.

Geotechnical Investigation & Geologic Hazard Evaluation, Water Tank Replacement at High Rock Conservation Camp, CAL FIRE, Weott, Humboldt County, CA. Geotechnical Engineer. SHN provided DGS' design team with findings, conclusions, and recommendations regarding the geologic setting and geotechnical engineering criteria for design and construction of a new water storage tank. The purpose of SHN's geotechnical investigation was to evaluate the physical and engineering properties of the site subsurface materials in order to provide site –specific geotechnical design criteria for tank foundation support and related earthwork and seismic design criteria in accordance with the American Water Works Association (AWWA) Standard D103-09 and the current edition of the California Building Code. Based on the results of SHN's field exploration, laboratory testing, and engineering analysis, SHN recommended that the project site was suitable for support of the proposed new water tank, provided the recommendations presented in the report were to be incorporated into the project design and construction.

Geotechnical Investigation & Geologic Hazard Evaluation, Westwood Forest Fire Station, CAL FIRE, Westwood, Lassen County, CA. Geotechnical Engineer. On behalf of DGS, SHN performed a geotechnical investigation and geologic hazard evaluation for the proposed Westwood forest Fire Station to be constructed in Lassen County, California. The report contained the results of the field exploration and laboratory testing programs under which SHN's recommendations were based. The purpose of the investigation was to evaluate the suitability of the project site, from a geotechnical and geohazard perspective, for the proposed improvements and to provide development recommendations based on site conditions. Based on the results of our investigation, SHN concluded that the site was suitable for the construction of the proposed structure, provided the recommendations presented in its report were followed.

Representative Communication Tower Projects

Foundation Excavation & Backfilling Observations for Telecommunications Pole Placement, Managed Access System Project, Pelican Bay State Prison, Del Norte County, CA; DGS and CDCR. Sr. Geotechnical Engineer. Provided geotechnical oversight for the placement of two antenna poles at this high security prison. The intent of the foundation excavation was to verify that the subsurface conditions at the antenna pole locations are similar to those reported in previous investigations. (Professional Service 2013; Construction 2013)

Soils Reporting and Evaluation of Liquefaction Potential, Proposed Wireless Communications Facility, Fields Landing, CA; T-Mobile. Sr. Geotechnical Engineer. Performed soils investigation and liquefaction assessment at the location of a proposed wireless communication facility (8 antennae on a 50-foot high monopole). The proposed project is in an area that has been identified as subject to several seismic hazards, including strong seismic shaking, liquefaction, surface fault rupture, and tsunami inundation. Where feasible, we provided recommendations that should reduce the effects of the seismic hazards on the improvements to the level of risk acceptable for an unmanned facility in this area. (Professional Service 2013)

Geotechnical Investigation, Wireless Towers, Glenn County, CA; Glenn County Office of Education. Sr. Geotechnical Engineer. Conducted a soils investigation for 3 new wireless towers to be constructed at various sites in Willows, Orland, and Princeton, California. The purpose of our investigation was to explore the subsurface conditions at the three sites, identify soil conditions, and provide seismic design criteria and foundation recommendations. (Professional Service 2013)

Giovanni A. Vadurro, CEG

Certified Engineering Geologist

Distinguishing Qualifications

- Applied Quaternary geology
- Engineering geological analyses
- Geotechnical investigations
- Identifying and mitigating earthquake-related hazards
- Fault hazard evaluations
- Slope stability evaluations

Years of Experience: 17

Years with SHN: 1.5

Education

B.S., Geology, Humboldt State University, Arcata, CA, 1993

Professional Registrations

Professional Geologist, California, No. 7437

Certified Engineering Geologist, California, No. 2554

Registered Geologist, Oregon, No. 2385

Certified Engineering Geologist, Oregon, No. 2385

Certifications

40-hr. OSHA HAZMAT

Relevant Experience

Mr. Vadurro is a Certified Engineering Geologist with more than 16 years of professional experience in all aspects of geotechnical engineering work. He has worked on a wide variety of commercial, residential, and public sector projects. His geotechnical experience includes deep foundation systems, including piling, drilled piers, underpinning, and augers; development over settlement sensitive deposits; slope stability studies; landslide stabilization and mitigation; liquefaction potential and mitigation evaluations; and the identification and mitigation of surface fault rupture and earthquake-related hazards.

Mr. Vadurro specializes in the application of Quaternary geology and geomorphology to geotechnical and geohazard evaluations and has conducted research-level studies of active faults throughout California, Nevada, and far east Russia pertaining to the siting of critical facilities including nuclear waste repositories, and oil and gas pipelines. Mr. Vadurro is also experienced in surficial and bedrock field mapping with an emphasis on slope stability evaluations for hard rock and aggregate extraction.

Representative Projects

Pacific Gas & Electric Company, Passive Microwave Reflector, Barry Ridge, Kneeland, CA. Lead Project Geologist and report author for a geotechnical drilling investigation at a PG&E facility. The project involved the construction of a new passive microwave reflector. The structure consisted of an eight-legged, steel lattice structure supported on individual 4-foot diameter concrete piers and extending 6.5 feet below the existing ground surface.

Pacific Gas & Electric Company, Microwave Tower, Multiple Sites throughout Humboldt and Trinity Counties, CA. Lead Project Geologist and report author for geotechnical drilling investigations at multiple rugged, mountainous ridge top facilities. The projects involved the construction of new four-legged self-supporting steel lattice structures. The drilling field investigations included rock coring to assess overburden and bedrock conditions in support of the design and construction of mat slab and concrete pier foundations.

Noyo Harbor Inn Slope Stability Investigation, Fort Bragg, CA. Lead Project Geologist and report author for project consisting of a new cantilevered parking area over a bluff. Responsibilities included designing the field drilling and data acquisition program, and site characterization; performing slope stability modeling; and completing an assessment of the site's suitability for constructing drilled, cast-in-place piers to support the parking structure.

Vogel Residence Slope Stability Investigation, Trinidad, CA. Lead Project Geologist and report author for project consisting of a coastal bluff failure that has compromised the integrity of a residence. Performed detailed landslide mapping and performed slope stability modeling to determine a new building setback from the failing slope.

Coos Bay Wastewater Treatment Plant, Coos Bay, OR. Lead Project Geologist and report author for project consisting of a new wastewater treatment plant. Responsible for designing the field drilling and data acquisition program, and site characterization. The site consisted of uncontrolled fill over poorly consolidated soils and fractured soft rock. Site conditions that required mitigation included loose, saturated marine sands and uncontrolled sand fill placed in a former stream channel requiring extensive ground improvements.

Grocery Warehouse Outlet, Eureka, CA. Project geologist for geotechnical investigation of foundation conditions, geologic hazards, and soil liquefaction potential. The report focused on geotechnical design recommendations for deep pile-supported, 30-foot high concrete masonry building to mitigate high groundwater conditions and settlement risk resulting from dredge spoils and bay mud foundation support soils. Project included pile foundation recommendations at hydraulically filled bay margin site.

Yurok Casino and Hotel, Klamath, Del Norte County, CA. Lead Project Geologist and report author for project consisting of a new multi-story hotel and casino. The report focused on geotechnical design recommendations to mitigate settlement risk resulting from deep uncontrolled fill soils. Conducted a geotechnical drilling field investigation that was augmented with seismic refraction and seismic surface wave surveys. The seismic surveys were undertaken to assess the degree of fill compaction and to evaluate the heterogeneity and in-place density of granular fill material based on seismic velocities. Provided specific recommendations and criteria for site preparation, design, and construction of foundation and floor slab systems.

Slope Stability and Roadway Storm Damage Evaluation, Humboldt County, CA. Project Geologist and report author for an engineering geologic field investigation of a landslide damaged roadway. Conducted aerial photographic interpretation and field mapping to identify areas for a new road alignment; conducted subsurface exploration, and geologic and geomorphic mapping to assess areas prone to future slope instability. The project team worked with the Humboldt County Department of Public Works to design road realignment, grading plan, and erosion control measures.

Quarry Creek Bridge Design, Blue Lake, CA. Field Supervisor, Lead Project Geologist, report author for the geotechnical investigation and bridge foundation design for the proposed replacement of a perched culvert and hardened channel that impedes fish passage during all flow conditions, including state and federally listed species that migrate from the Mad River. Project is located near the mouth of Quarry Creek, south of Blue Lake, CA. SHN conducted a geotechnical investigation to assess geologic hazards and provide geotechnical design parameters for the bridge specifications and foundation engineering. Project is currently in the permitting process and planned to be implemented in the summer of 2014.

Little Salmon fault, College of the Redwoods, Eureka Campus (1997-1999, 2006-2010, 2014). Performed as lead investigator and report author assessing fault rupture hazards to existing building and the siting of new facilities throughout the Eureka Campus. Previous field investigations consisted of both trench-based studies as well as subsurface studies using cone penetration testing coupled with continuous core boreholes. Was responsible for designing the field studies, trench mapping, borehole logging, data acquisition, interpretation, and report preparation. Was instrumental in facilitating the approval by CGS and DSA for the construction of the Learning Resources Center, Child Development Center, and more recent Student Services/Administration and Academic building projects.

Scotia Recreation Center, Scotia Elementary School. Lead Project Engineering Geologist and report author for project consisting of the modernization of the Recreation Center building. Responsibilities included designing the field drilling and data acquisition program, and site characterization; performing geotechnical studies to assist the project team's structural engineer in the design and construction of seismic upgrades.

Margaret Keating Elementary School, Klamath. Performed as the Geotechnical Engineer's designated representative in conducting subgrade inspections and construction inspection during site preparation, excavation, and foundation construction for new classroom buildings and associated site improvements.

SHNCO-1 OP ID: BMG

ACORD

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A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CPL(Pollution) GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			W15ED9150201	07/01/2015	07/01/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			810-9F03256A-15	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,00 $ $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			EXC10004074202	07/01/2015	07/01/2016	EACH OCCURRENCE AGGREGATE XS of	$ 4,000,000 $ 4,000,000 $ GL/AL/EL
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB-9F067903-15	07/01/2015	07/01/2016	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liab "Claims Made"			W15ED9150201 SUBJECT TO GL AGGREGATE	07/01/2015	07/01/2016	Ea Claim Aggregate	2,000,000 2,000,000

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

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General Information Only

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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

F. van Oppen

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