

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

MICHAEL BAKER INTERNATIONAL, INC.

Environmental Consulting Services for Magnolia Avenue Improvements –
Buchanan Street to Banbury Drive

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation and MICHAEL BAKER INTERNATIONAL, INC., a Pennsylvania corporation, licensed to do business in the State of California ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with Environmental Consulting Services for Magnolia Avenue Improvements – Buchanan Street to Banbury Drive ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until August 31, 2016, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed One Hundred Thirty-Five Thousand Six Hundred Nine (\$135,609) payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Public Works Department
City of Riverside
Attn: Ryan O'Connell
3900 Main Street, 4th Floor
Riverside, CA 92522

To Consultant

Michael Baker International
Attn: Alan Ashimine, Project Manager
14725 Alton Parkway
Irvine, CA 92618-2027

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. Indemnification.

11.1 Design Professional Defined. For purposes of this Agreement, "Design Professional" includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 Defense Obligation For Design Professional Liability. Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.3 Indemnity For Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or

relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant.

This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of

not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of

identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this

Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

34. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services

Exhibit "B" - Compensation

Exhibit "C" - Key Personnel

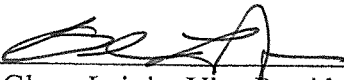
[Signatures on following page]

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation
a California corporation

MICHAEL BAKER INTERNATIONAL, INC.,
a Pennsylvania corporation

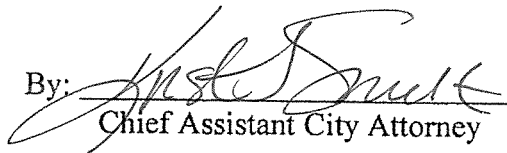
By: _____
City Manager

By:  _____
Glenn Lajoie, Vice President

Attest: _____
City Clerk

By:  _____
Mark Cappos, Assistant Secretary

Approved as to Form:

By:  _____
Chief Assistant City Attorney

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CA# 16-0355

EXHIBIT "A"

SCOPE OF SERVICES



SCOPE OF SERVICES

1.1 APPROACH

A diligent, expedited environmental review process will be a key component in maintaining timely project delivery. The City has received Federal funding for the proposed roadway improvements through the Federal Highway Administration (FHWA), as administered by Caltrans District 8. Thus, compliance with the National Environmental Policy Act (NEPA) will be required.

Based on available project information, Caltrans District 8 will be the lead agency for the NEPA action because of the City's receipt of federal funding. A key factor in gaining expedited NEPA clearance for this project will be consistency and compliance with the Caltrans' Standard Environmental Reference (SER) and Local Assistance Procedures Manual (LAPM).

In order to accelerate the NEPA review for the project, Michael Baker International (Michael Baker) will maintain close consultation with the City and Caltrans District 8 Local Assistance staff to ensure an understanding of the project description, environmental methodology, and key milestones. Our familiarity with Caltrans review requirements will assist in facilitating timely team review and approval of environmental documentation for the proposed project.

1.2 SCOPE OF WORK

Based on information provided in the City's RFP and the Preliminary Environmental Study (PES) Form approved by Caltrans, our work program will consist of the following components. Note that an optional task for preparation of a full Phase I Initial Site Assessment (ISA) has been provided under Task 1.2.9, Optional Task. It is also assumed, per the City's RFP, that a Traffic Study will be prepared by City Staff.

1.2.1 Technical Studies

NOISE

Noise Study Report: Michael Baker will prepare a Noise Study Report (NSR) in accordance with Caltrans SER Volume 1, Chapter 12 and NEPA requirements as well as the Caltrans' Traffic Noise Analysis Protocol (TNAP) and Technical Noise Supplement. Prior to initiating the NSR, Michael Baker will initiate a teleconference call with Caltrans District 8 Environmental Engineering Staff to review and confirm the proposed measurement locations. The NSR will be prepared consistent with the Caltrans TNAP to address traffic noise impacts on noise-sensitive land uses located within the study area. Short-term (15-minute) noise measurements will be taken at up to two (2) locations to document the existing noise environment, as well as to calibrate the traffic noise model. One long-term (24-hour) noise measurement will be taken to determine the loudest hour. The FHWA Traffic Noise Model (TNM) version 2.5 will be used to evaluate traffic noise levels associated with the Existing, Future No Build, and Future Build conditions. The NSR will take into consideration impacts to frequent outdoor uses, as defined by FHWA, and recommend mitigation as appropriate. Recommendations will be made for any required noise abatement measures, including sound walls. As the proposed project would generate construction noise result in temporary or periodic increases in ambient noise levels, the NSR will also address the full range of construction noise potential. This task assumes that all traffic data, roadway plan/profile, and existing/proposed topography will be provided electronically by City Staff. This task also assumes up to two rounds of review and associated revisions based upon City and/or Caltrans comments.

Noise Abatement Decision Report: Michael Baker will prepare a Noise Abatement Decision Report (NADR), as defined in the Caltrans TNAP. The NADR will summarize the preliminary reasonableness determination from the NSR, present the engineer's cost estimate for the evaluated abatement, evaluation of non-acoustical factors related to feasibility, preliminary noise abatement decision, and secondary effects of abatement (impacts on cultural



resources, scenic views, hazardous materials, biology, etc.). Michael Baker will prepare the NADR consistent with the Caltrans District 8 report guidelines with the best information available. This task assumes that all cost estimates for roadway improvements will be provided by the City, and that the City will conduct surveys of the property owners and residents that would be affected by feasible and otherwise reasonable abatement measures (benefitted receptors). This task includes up to two rounds of review and associated revisions based upon City and/or Caltrans comments.

AIR QUALITY

Michael Baker will prepare an Air Quality Report in accordance with the latest following protocols/guidelines: Caltrans SER, U.S. Environmental Protection Agency's March 2006 Final Rule and Transportation Conformity Guidance for Quantitative Hot-spot Analyses in PM_{2.5} and PM₁₀ Nonattainment and Maintenance Areas (December 2010), FHWA's Interim Guidance on Air Toxic Analysis in NEPA Documents (December 2012), and Transportation Project-Level Carbon Monoxide Protocol. The particulate matter analysis will require coordination with the regional Transportation Conformity Working Group (TCWG) to determine project level conformity for particulate matter. This scope of work assumes that the project would not be considered a Project of Air Quality Concern by the TCWG and a Quantitative Transportation Conformity Hot-Spot Analysis is excluded. The Air Quality Report will also analyze and discuss the presence/absence of naturally occurring asbestos and construction-related emissions. The Greenhouse Gas Emissions Analysis will be based on the Caltrans Climate Action Program and will require coordination with District Headquarters staff on the final methodology.

The analysis will address "existing", "existing plus project", "opening year", "opening year plus project", "forecast", and "forecast plus project" conditions. The analysis will also document whether the proposed project is included in the latest Regional Transportation Plan (RTP), and Federal Transportation Improvement Program (FTIP) for preliminary engineering/environmental documentation. Mitigation measures will be defined for any construction and/or operational impacts that are identified. This scope excludes a separate stand-alone conformity analysis and also excludes a Quantitative Transportation Conformity Hot-Spot Analysis. This task includes up to two rounds of review and associated revisions based upon City and/or Caltrans comments.

HAZARDOUS MATERIALS

Michael Baker will prepare an Initial Site Assessment (ISA) Checklist for the proposed project. As part of the ISA Checklist, Michael Baker will review the commercial database summaries, provided by Environmental Data Resources, Inc. (EDR), regarding public agency records for the project site and surrounding area. Michael Baker will also perform a site visit, which will consist of a visual examination of the project site and the surrounding area from public rights-of-way. Particular attention will be given to the One Hour Dry Cleaner facility located at 10491 Magnolia Avenue to determine if further analysis is required (i.e., preparation of a full Phase I ISA). The results of the analysis will be documented in Caltrans' ISA Checklist format, and assumes that no right-of-way acquisition will be required as part of the project. This scope of work excludes subsurface investigations, Phase II/site characterization, and remediation plans and activities. This task includes up to two rounds of review and associated revisions based upon City and/or Caltrans comments. It should be noted that an optional task for a full Phase I ISA is provided below under Task 1.2.9, Optional Task.

BIOLOGICAL RESOURCES

Michael Baker will prepare a Biological Technical Memorandum in accordance with Caltrans requirements. The work effort will be initiated through a literature review, where Michael Baker will review all technical reports previously prepared for the project to determine the potential for sensitive biological resources to occur on-site. A database search of the California Natural Diversity Database (CNDDDB) and California Native Plant Society (CNPS) Electronic Inventory of Rare and Endangered Vascular Plants of California listings regarding sensitive biological resources known to occur in the region and vicinity of the site will also be conducted. Additional information sources will be consulted including the California Department of Fish and Wildlife (CDFW), United States Fish and Wildlife Service



(USFWS), and historic/current aerial photographs as appropriate to define the habitat requirements for sensitive species potentially occurring onsite.

Following the literature review, the project site will be surveyed to document baseline conditions and identify its ability to support any special-status species, sensitive habitat types, or jurisdictional drainages. Notes will be taken on all plant and wildlife species observed on and adjacent to the project site during the survey. The location of any sensitive biological resources, if present on-site (i.e., plants, plant communities, drainage features, wildlife), will be mapped.

A biological technical memorandum will be prepared with the results from the literature review and field survey that will document all plant and wildlife species and plant communities occurring on the project site, the site's potential to support any federally or State listed species, and whether the site supports potential jurisdictional features. The report will include a detailed map of the plant communities occurring onsite, and their respective acreages. The report will include a brief analysis of project impacts to biological resources (no effect determination), will address any requirements of Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) on the proposed project, suggestions for further studies that may be needed prior to development, and suggested mitigation measures, if necessary. This task includes up to two rounds of review and associated revisions based upon City and/or Caltrans comments.

COMMUNITY IMPACTS/LAND USE

Michael Baker will prepare a Community Impact Assessment (CIA) consistent with Caltrans requirements. The CIA will include a description of the proposed project and existing conditions, development of a community profile, and an analysis of potential impacts. The CIA will also discuss any potential land use, growth inducement, social, or economic effects associated with the project. The analysis will take into consideration any project effects related to community characteristics, emergency services, and substantial changes to the local economy during both construction and long term operation of the project. A summary of demographic characteristics of the community will also be provided in accordance with Caltrans requirements. As part of this task, it is assumed that little to no right-of-way acquisition would be required, and that no impacts to structures or relocation of homes/businesses would be required. This task includes up to two rounds of review and associated revisions based upon City and/or Caltrans comments.

CULTURAL RESOURCES

Based on the approved PES Form, the project will require compliance with Section 106 of the National Historic Preservation Act (NHPA). Michael Baker has retained Cogstone Resource Management, Inc. (Cogstone) for preparation of an Area of Potential Effects (APE) map, Historic Property Survey Report (HPSR), Archaeological Survey Report (ASR), and Historic Resources Evaluation Report (HRER). With Caltrans acting as the federal lead agency, all work will also be completed in accordance with the guidelines and recommended procedures outlined in Volume 2 of Caltrans' SER. The work will be supervised or performed by personnel who meet or exceed the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (36 CFR Part 61) and the professional qualifications standards outlined in Attachment 1 to the Section 106 Programmatic Agreement with the FHWA. The work program will consist of the following primary components:

- **APE Map**
 - Develop appropriate APE map for the project area in coordination with the City.
 - Prepare and submit draft APE map for review and approval by Caltrans District 8.
 - Obtain Caltrans signatures on draft APE map.
 - Provide electronic version of approved APE to Caltrans.
- **HPSR, ASR and HRER**
 - Conduct a literature search within a one-mile radius of the APE from the Eastern Information Center (EIC), and review relevant archival records (e.g., historic maps and aeriels).



- Request a Sacred Lands File search from the Native American Heritage Commission (NAHC), communicate regarding the project with the Native American individuals, groups or tribes provided by the NAHC, and maintain a log of the results.
- Complete an intensive-level pedestrian survey of built resources within the APE. Cogstone has assumed five (5) built resources will require updating on California DPR Series 523 forms.
- Prepare the HPSR with ASR and HRER as attachments in accordance with Caltrans' SER Volume 2.

This task includes up to two rounds of review and associated revisions based upon City and/or Caltrans comments.

1.2.2 Procure Environmental Document (Categorical Exclusion)

Michael Baker will assist the City with consultation with Caltrans District 8 to determine if a Categorical Exclusion may apply to the project as a means to reduce time and cost associated with the NEPA process. Based on the results of the technical studies described above under Task 1.2.1, Michael Baker will prepare a technical memorandum summarizing the nature of project impacts and justification for use of a Categorical Exclusion under Section 23 USC 326. The technical memorandum will be provided to the City for review prior to submittal to Caltrans. Michael Baker will utilize the following strategies as part of this task to obtain Caltrans' concurrence on a Categorical Exclusion:

- Work with the design team to minimize the project footprint and Area of Potential Effects (APE) as much as possible in order to demonstrate the limited nature of impacts within technical studies;
- Consult directly with Caltrans to ensure they have a clear understanding of the minimal nature of improvements and avoid any misperception of overstated impacts (hazardous materials, land use, community impacts, air quality, noise, etc.);
- Provide substantiated analysis specific to the One Hour Dry Cleaners located at 10491 Magnolia Avenue, which was a specific concern identified in Caltrans' comments on the PES Form;
- Consult with the design team to provide a clear delineation of construction-related versus operational impacts for incorporation into technical studies; and
- Prepare a detailed Technical Memorandum justifying the use of a Categorical Exclusion, clearly demonstrating the project purpose and need, and conveying the impact conclusions reached in each of the technical studies prepared for the project.

Upon submittal of the technical memorandum to Caltrans Local Assistance, Michael Baker will consult and coordinate with Caltrans to receive a prompt determination on the NEPA class of action. Under the assumption that a Categorical Exclusion is deemed appropriate, Michael Baker will provide assistance with the Categorical Exclusion Determination Form required for NEPA approval.

1.2.3 Draft Routine Environmental Assessment

Michael Baker will prepare the Screencheck Draft EA consistent with Caltrans requirements, including the environmental project description and purpose and need. This task assumes that the following topical sections will be included within the EA, incorporating the results of the technical reports described above. Impacts will be analyzed on both a project-level and cumulative basis, as required by Caltrans.

- *Human Environment: Land Use; Growth; Community Impacts; Utilities/Emergency Services; Traffic and Transportation, Visual/Aesthetics; and Cultural Resources.*
- *Physical Environment: Hydrology and Floodplain; Water Quality/Storm Water; Geology and Soils; Paleontology; Hazardous Waste/Materials; Air Quality/Greenhouse Gases; and Noise.*
- *Biological Environment: Natural Communities; Wetlands; Plant Species; Animal Species; Threatened and Endangered Species; and Invasive Species.*



Upon submittal of the Screencheck EA to the City/Caltrans, Michael Baker will respond to a total of two rounds of consolidated comments. The document will be resubmitted to the City/Caltrans with a "comment and response" matrix to expedite the review. The revised EA will be prepared for public review and distribution.

1.2.4 Draft EA - Public Circulation

Michael Baker will consult with City and Caltrans staff to establish the public review period, public notification and agency filing requirements. Michael Baker will prepare and distribute requisite notices required under Federal law to initiate the public review period for the EA. This task assumes up to a total of thirty (30) hard copies of the EA will be provided for City/Caltrans use, in addition to up to twenty-five (25) copies of the EA on compact disc. Michael Baker will coordinate the preparation of the EA distribution list with the City and Caltrans, and distribute the document for public review.

1.2.5 Responses to Comments, Final EA, and FONSI

Michael Baker will prepare thorough, reasoned, and appropriate responses to environmental comments received on the proposed project that are received during the EA public review period. Upon completion of these Responses to Comments documents, they will be transmitted to the City and Caltrans for review. Michael Baker will respond to one consolidated set of City/Caltrans comments on the Responses to Comments. Following review of these Draft Responses to Comments documents, Michael Baker will finalize the Final EA and submit to the City and Caltrans. Michael Baker will also assist Caltrans with preparation of the Finding of No Significant Impact (FONSI) for agency approval and completion of the NEPA process.

1.2.6 Environmental Commitment Report (ECR)

In compliance with the Caltrans SER, Michael Baker will prepare an Environmental Commitment Report (ECR) to track and document the completion of environmental commitments through the project delivery process. The ECR will combine relevant environmental compliance information together in a single place, making it easier to track progress and easier for project team members to identify implementing actions. Michael Baker will consult with Caltrans staff to determine the preferred format and outline of the ECR.

1.2.7 Project Support

Michael Baker will be responsible for overall project management, serving as a liaison with affected agencies (i.e., Caltrans District 8), Project Development Team (PDT) leadership, as well as progress monitoring and maintenance of project files. Michael Baker will supervise, coordinate, monitor, and review the project for conformance with Caltrans standards, policies, and procedures. Michael Baker will prepare monthly progress reports to document progress on the project. The report will include: (1) work accomplished during the reporting period, (2) work anticipated during the next reporting period, (3) issues and (4) progress schedule. Michael Baker will be responsible for coordinating processing of the environmental document through all required departments at Caltrans for approval. This task includes bi-weekly teleconference calls with City and/or Caltrans Staff (or on an as-needed basis) to provide status updates and discuss key environmental issues.

Based on the project plans provided by the City as part of the RFP, all improvements would occur within existing roadway right-of-way within previously disturbed and highly urbanized areas. It is not expected that any jurisdictional areas would be affected by project construction activities, and regulatory permits from the U.S. Army Corps of Engineers, Regional Water Quality Control Board, and California Department of Fish and Wildlife would not be required. As such, this task assumes that no environmental permits will be required as part of the work program.

Based upon our review of the project, it is Michael Baker's preliminary assessment that use of a Categorical Exclusion for the project is feasible. It is difficult to state with any certainty since the results of the technical studies are unavailable; however, the fact that project improvements require relatively minimal construction activities and do



not extend beyond existing roadway right-of-way is highly favorable. Based on Caltrans input, the project would not qualify for a "standard" Categorical Exclusion under 23 CFR 771 "c" or "d", which include specific categories and types of projects. It is anticipated that our approach will include a request for a Categorical Exclusion under 23 CFR 771 "a", which does not apply to specific types of projects but leaves the determination at the discretion of Caltrans. Utilizing the technical memorandum and strategies described above under Task 1.2.2, Michael Baker will assist the City in providing justification for use of a Categorical Exclusion as a means to expedite the NEPA approval for the project.

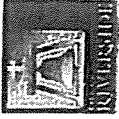
1.2.8 Meetings

This task accounts for up to five (5) project meetings (kickoff, status update, focus meetings, etc.) in addition to up to one (1) public meeting/hearing. Michael Baker will attend, facilitate, and coordinate meetings with required agencies and stakeholders.

1.2.9 Optional Task

If determined to be necessary by Caltrans based on the results of the ISA Checklist described above, Michael Baker will prepare a full Phase I ISA for the proposed project. The Phase I ISA will be prepared in accordance with the ASTM International (ASTM) Standard Practice E 1527-13 and the Caltrans SER. The Phase I ISA will consist of four components: Records Review, Site Reconnaissance, Interviews, and Report Preparation. A review of the commercial database summaries, conducted as part of Task 1.2.1 (ISA Checklist) of this scope of work, will be included. Current site conditions will be documented by the site visit performed as part of Task 1.2.1. Past site usage will be investigated through a review of aerial photograph and topographic maps, interviews, City directory abstract information, and regulatory file reviews, if available. Potential hazardous materials conditions within the project site will be considered based these resources searched. The report will include a summary of the findings and a discussion of our opinions and conclusions regarding the absence or presence of recognized environmental conditions (RECs) in connection with the subject site. Documentation supporting the conclusions presented will be appended to the report, including the ISA Checklist (prepared as Task 1.2.1 of this scope of work), as required by Caltrans. This task includes up to two rounds of review and associated revisions based upon City and/or Caltrans comments.

EXHIBIT "B"
COMPENSATION



COMPENSATION

COMPENSATION

Task Description	6. Estimate (\$195,000)	7. Payroll (\$140,000)	8. Daily (\$10,000)	9. Total (\$195,000)	10. Daily (\$20,000)	11. Total (\$215,000)	12. Daily (\$12,000)	13. Total (\$126,000)	14. Total Hours	15. Total Cost
1.2.1 Technical Studies										
Noise Study Report	2	\$390	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0
Noise Abatement Decision Report	1	\$185	\$0	\$0	\$0	\$0	\$0	\$0	04	\$12,400
Air Quality	2	\$390	\$0	\$0	\$0	\$0	\$0	\$0	37	\$7,216
Hazardous Materials (ISA Checklist)	1	\$185	\$0	\$0	\$0	\$0	\$0	\$0	00	\$0,700
Biological Resources	2	\$390	\$0	\$0	\$0	\$0	\$0	\$0	26	\$4,112
Community Impacts/Land Use	1	\$185	\$0	\$0	\$0	\$0	\$0	\$0	24	\$4,120
Cultural Resources	2	\$390	\$0	\$0	\$0	\$0	\$0	\$0	70	\$0,048
1.2.2 Procure Environmental Document	10	\$1,950	24	\$3,360	36	\$3,780	\$0	\$0	2	\$21,764
1.2.3 Draft Routine Environmental Assessment	18	\$3,120	36	\$5,040	120	\$12,600	2	\$390	70	\$9,090
1.2.4 Draft EA - Public Circulation	6	\$1,170	8	\$1,120	32	\$3,360	\$0	\$0	180	\$22,240
1.2.5 Responses to Comments, Final EA, and FONSI	6	\$1,170	10	\$1,400	40	\$4,200	2	\$390	46	\$5,690
1.2.6 Environmental Commitment Report (ECR)	2	\$390	4	\$560	16	\$1,680	1	\$205	62	\$7,830
1.2.7 Project Support	42	\$8,190	16	\$2,240	\$0	\$0	\$0	\$0	22	\$2,630
1.2.8 Meetings	24	\$4,680	12	\$1,680	\$0	\$0	\$0	\$0	58	\$10,430
SUBTOTAL LABOR	117	\$18,600	110	\$7,000	244	\$9,240	190	\$390	27	\$206
DIRECT COSTS									0	\$0
TOTAL COST									36	\$136,809
1.2.9 Optional Task - Phase I/ISA		\$0	\$0	\$0	\$0	\$0	\$0	\$0	67	\$11,665

EXHIBIT "C"

KEY PERSONNEL



KEY PERSONNEL

Key personnel for the project team are identified in the organizational chart shown below. Mr. Alan Ashimine will serve as Project Manager and will be responsible for management of the environmental document and coordination/consultation with the City and Caltrans. Resumes for key personnel can be provided to the City upon request.

