

# **Attachment 1**

## **Professional Services Agreement**

## TOWN OF MAMMOTH LAKES

### PROFESSIONAL SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement is made and entered into this \_\_\_\_ day of October, 2017, by and between the Town of Mammoth Lakes, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 437 Old Mammoth Rd., Suite R, Mammoth Lakes, California, 93546 (“Town”) and Michael Baker International, Inc., a Pennsylvania Corporation, with its principal place of business at 14725 Alton Parkway, Irvine, California, 92618-2027 (“Consultant”). Town and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

#### 2. RECITALS.

##### 2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional environmental consulting services required by the Town on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional environmental consulting services to public clients, is licensed in the State of California, and is familiar with the plans of Town.

##### 2.2 Project.

Town desires to engage Consultant to render such professional environmental consulting services for the Environmental Review for the Mammoth Arts and Cultural Center project (Design Review 17-002) (“Project”) as set forth in this Agreement.

#### 3. TERMS.

##### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the Town all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional environmental consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from October 15, 2017 to June 30, 2017, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

## **3.2 Responsibilities of Consultant.**

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Town retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of Town and shall at all times be under Consultant's exclusive direction and control. Neither Town, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, Town shall respond to Consultant's submittals in a timely manner. Upon request of Town, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Town.

3.2.4 Substitution of Key Personnel. Consultant has represented to Town that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of Town. In the event that Town and Consultant cannot agree as to the substitution of key personnel, Town shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the Town, or who are determined by the Town to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the Town. The key personnel for performance of this Agreement are as follows: Eddie Torres, Environmental Services Manager.

3.2.5 Town's Representative. The Town hereby designates Sandra Moberly, Community and Economic Development Director, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("Town's Representative"). Town's Representative shall have the power to act on behalf of the Town for review and approval of all products submitted by Consultant but not the authority to enlarge the

Scope of Work or change the total compensation due to Consultant under this Agreement. The Town Manager shall be authorized to act on Town's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the Town Manager, Town's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Glenn Lajoie, Vice President, Planning/Environmental Services, or his/her designee, to act as its representative for the performance of this Agreement (“Consultant's Representative”). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with Town staff in the performance of Services and shall be available to Town's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the Town, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the Town to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Town, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Town, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this

Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

### 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Town that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the Town that the subconsultant has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, or the exact equivalent, and shall be no less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities shall be in an amount of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers’ Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability: Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

3.2.10.3 Endorsements. Required insurance policies shall not be in

compliance if they include any limiting provision or endorsement that has not been submitted to the Town for approval.

(A) The policy or policies of insurance required by Section 3.2.10.2(A), Commercial General Liability, shall be endorsed to provide the following:

- (1) Additional Insured: Consultant agrees to endorse the third party general liability coverage required herein to include as additional insureds Town, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition date of 2010. Consultant also agrees to require all contractors, subcontractors, and anyone else involved in any way with the Project contemplated by this Agreement to do likewise.

(B) The policy or policies of insurance required by Section 3.2.10.2(C), Workers' Compensation, shall be endorsed to provide the following:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. Any deductible or self-insured retention must be approved in writing by the Town and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the Town. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the Town. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Town evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance

company or companies.

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the Town. The Town shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement. In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension. Contractor shall provide immediate written notice if: (i) any of the required insurance policies is terminated; (ii) the limits of any of the required policies are reduced; or (iii) the deductible or self-insured retention is increased.

3.2.10.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under Consultant's policies, or Consultant shall be responsible for causing Subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the Town as an Additional Insured to the Subconsultant's policies. Consultant shall provide to Town satisfactory evidence as required under Section 3.2.10.1 of this Agreement.

3.2.10.11 Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums shown above, Town requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Town.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.2.12 Water Quality Management and Compliance.

3.2.12.1 Storm Water Management. Storm, surface, nuisance, or other waters may be encountered at various times during the Services. Consultant hereby acknowledges that it has investigated the risk arising from such waters, and assumes any and all risks and liabilities arising therefrom.

3.2.12.2 Compliance with Water Quality Laws, Ordinances and Regulations. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the Town's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant shall additionally comply with the lawful requirements of the Town, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges.

3.2.12.3 Standard of Care. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in Section 3.2.12.2 of this Agreement. Consultant further warrants that it, its employees and subcontractors have or will receive adequate training, as determined by the Town, regarding these requirements as they may relate to the Services.

#### 3.2.12.4 Liability for Non-compliance.

(A) Indemnity: Failure to comply with laws, regulations, and ordinances listed in Section 3.2.12.2 of this Agreement is a violation of federal and state law. Notwithstanding any other indemnity contained in this Agreement, Consultant agrees to indemnify and hold harmless the Town, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the Town, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the laws, regulations, and ordinances listed above, arising out of or in connection with the Services, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the Town, its officials, officers, agents, employees or authorized volunteers.

(B) Defense: Town reserves the right to defend any enforcement action or civil action brought against the Town for Consultant's failure to comply with any applicable water quality law, regulation, or policy. Consultant hereby agrees to be bound by, and to reimburse the Town for the costs associated with, any settlement reached between the Town and the relevant enforcement entity.



(C) Damages: Town may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in Section 3.2.12.2 of this Agreement, or any other relevant water quality law, regulation, or policy.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed one hundred thirteen thousand and five hundred five dollars (\$113,505) without written approval of the Town Council or Town Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit monthly invoices. Town shall pay all undisputed amounts within 30 days of the receipt of each invoice.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by Town, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, Town may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Town to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the Town.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.3.6 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Consultant shall: (i) fully comply with such Prevailing Wage Laws; (ii) remain registered with the Department of Industrial Relations during the course of the Agreement, and shall ensure that all subcontractors remain so registered; (iii) comply with Labor Code Section 1776 by, among other things, maintaining certified payroll records; and (iv) post prevailing wage job site notices as prescribed by the Department of Industrial Relations. In the Prevailing Wage Laws apply, Consultant's work shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations, and Town shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of

worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Town, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Town 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.

### **3.5 General Provisions.**

#### 3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. Town may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to Town, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, Town may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Town may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Michael Baker International, Inc.  
14725 Alton Parkway,  
Irvine, California 92618-2027  
ATTN: Glenn Lajoie, Vice President,

Planning/Environmental Services

Town: Town of Mammoth Lakes  
PO Box 1609  
437 Old Mammoth Road, Suite R  
Mammoth Lakes, CA 93546  
ATTN: Sandra Moberly, Community and Economic  
Development Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for Town to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that Town is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Town. Town shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Town's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Town, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Town'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 or other similar medium without the prior written consent of Town.

3.5.3.3 Confidential Information. The Town shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the Town's legal counsel

determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the Town shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give Town written notice of Consultant's objection to the Town's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the Town, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. Town shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with Town's choice of legal counsel), and hold Town harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that Town release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

### 3.5.6 Indemnification.

3.5.6.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the Town, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.5.6.2 Additional Indemnity Obligations. Consultant shall defend, with counsel of Town's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.6.1 that may be brought or instituted against Town or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Town or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse Town for the cost of any settlement paid by Town or its directors, officials, officers, employees, agents or volunteers as

part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for Town's attorney's fees and costs, including expert witness fees. Consultant shall reimburse Town and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Town, its directors, officials officers, employees, agents, or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Mono County.

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

3.5.10 Town's Right to Employ Other Consultants. Town reserves the right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Town. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to Town include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other

default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Town shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of Town, during the term of his or her service with Town, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of Town's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

### **3.6 Subcontracting.**

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of Town. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**TOWN OF MAMMOTH LAKES**

**MICHAEL BAKER INTERNATIONAL, INC.**

By: \_\_\_\_\_  
Daniel C. Holler  
Town Manager

By: \_\_\_\_\_  
Michael Tylman, PE  
Vice President

*Attest:*

By: \_\_\_\_\_  
Rick Rubin, PE, AICP  
Secretary

By: \_\_\_\_\_  
Jamie Gray  
Town Clerk

*Approved as to Form:*

By: \_\_\_\_\_  
Andrew Morris  
Town Attorney

**EXHIBIT "A"**  
**SCOPE OF SERVICE**



## **II. SCOPE OF WORK**

The following Scope of Work has been prepared based upon direction from the Town conducted via conference call in May 2017. The cost estimate, which is itemized according to task and issue, is included in Section IV, Fee Summary.

### **1.0 PROJECT SCOPING**

#### **1.1 PROJECT KICK-OFF AND PROJECT CHARACTERISTICS**

The project work program will be initiated with an in-person Kick-Off Meeting with Town staff to discuss the CEQA project in greater detail. This initial meeting is vital to the project's success and its CEQA compliance, and will be a key milestone, in order to confirm the Town's expectations and project goals, and develop/refine the Project Description. This meeting will also establish the analysis' parameters, details of the proposed construction buildout conditions, scheduling, and overall communications protocol. Prior to the Kick-Off Meeting, Michael Baker will distribute a Kick-Off Meeting Agenda and detailed memorandum identifying data needs.

#### **1.2 RESEARCH AND INVESTIGATION**

Michael Baker will obtain and review available referenced data for the project, including planning and policy documentation from the Town, Mono County, State and Federal agencies, and all other agencies that may be affected by the project. This information, along with environmental data and information available from the Town and other nearby jurisdictions, will become part of the environmental documentation's foundation and will be reviewed and incorporated into the analysis, as deemed appropriate. This task includes a visit to the project site and its surroundings, which will include a detailed photographic recording of on- and off-site conditions.

#### **1.3 INITIAL STUDY PREPARATION**

The Initial Study will include detailed explanations of all checklist determinations and discussions of potential environmental impacts. The analysis will be prepared in accordance with Public Resources Code Section 21080(c) and CEQA Guidelines Section 15070. The Initial Study will be structured in the same format as CEQA Guidelines Appendix G and will describe the project's location, environmental setting, and characteristics. The Initial Study's main body will consist of a Town-approved environmental checklist and an accompanying environmental analysis. The project will be analyzed for its potential to create significant environmental impacts in the areas specified on the Town's approved environmental checklist. The Initial Study will also include mandatory findings of significance, long-term versus short-term goals, cumulative impacts, and direct and indirect impacts upon human beings. Based upon the Environmental Checklist/Environmental Analysis, the determination page will denote the appropriate CEQA action (Mitigated Negative Declaration [MND] or an Environmental Impact Report [EIR]).

## 1.4 INITIAL STUDY FINDINGS AND MEETING WITH TOWN STAFF

Once the Initial Study is completed, the Michael Baker Team will consult with Town Staff to review and discuss the findings. Based upon the results of consultations and as directed by Town Staff, the Michael Baker Team will proceed with finalizing the Initial Study, initiating the CEQA compliance documentation, and processing an MND, in accordance with CEQA Clearance Option 1 (see [Task 3.0](#)), or an EIR in accordance with CEQA Clearance Option 2 (see [Task 4.0](#)).

## 2.0 FOCUSED ENVIRONMENTAL REVIEW

Michael Baker will conduct a focused environmental review of the proposed project to document baseline conditions, conduct project and cumulative impact evaluations, and determine the level of mitigation for each environmental issue that could potentially lead to a significant environmental impact. Based on our review of the project and the 1994 Program EIR, and our experience with similar projects, the project's key environmental considerations are anticipated to include the following issue areas: aesthetics; air quality; biological resources; cultural resources; greenhouse gas emissions; hydrology and water quality; noise; public services; transportation and circulation; tribal cultural resources; and utilities and service systems. Upon completion of the focused environmental review discussed below, Michael Baker will consult with Town staff and incorporate the findings into the environmental documentation.

### 2.1 AESTHETICS

**Existing Conditions.** This section will characterize the existing aesthetic environment and visual resources for the site, including a discussion of views of the project site from the surrounding areas.

A visual inventory of the project area will be conducted in order to verify the existing visual character and viewshed for the proposed project. Color site photographs will be provided to illustrate on-site and surrounding views.

**Construction-Related Impacts.** Short-term construction-related impacts will be studied. Potential impacts to sensitive uses, as a result of construction staging areas and visible earthwork activities will be addressed. Construction-related haul trucks and activities will also be analyzed.

**Scenic Views and Vistas.** View blockage is not anticipated to occur due to the distance of the project from Old Mammoth Road (0.40-mile east). Michael Baker will qualitatively discuss the view blockage potential to the Sherwin Range, as seen along Old Mammoth Road (a designated "Scenic Views" identified in Figure 1, *Major View Corridors and Vistas*, of the Community Design Element of the *Town of Mammoth Lakes General Plan 2007*). Impacts to designated visual resources, including the Sherwin Range to the south, from proposed massing will be analyzed.

**Character/Quality Analysis.** The analysis will consider the potential for the modification to the existing visual character/quality in the area. Proposed structure heights, as compared to the surrounding area (including "The Trails" residential subdivision, recreational users along Town-designated trails, and pedestrians and motorists using Meridian Boulevard), will be studied. The effects of the proposed structures, as it relates to the General Plan's "Village in the Trees", will be addressed. This section will include an analysis of the Town's existing policies, including consideration of the project's compliance with applicable development and design standards/guidelines.

**Photosimulations.** Michael Baker will prepare up to two (2) photosimulations to support the environmental compliance documentation for the project. Michael Baker will schedule site reconnaissance. At this time, professional photographs will be taken. Michael Baker will utilize a Fuji GX617 Panoramic camera providing a 2.25 x 6 inch film transparency. Back-up shots will be taken using a Nikon D1X digital camera. The film will be drum scanned for use in electronic (jpg) format. Photograph locations will be documented with global positioning system (GPS) technology. Michael Baker will use up to two photographs to simulate the proposed project.

One (1) three-dimensional (3D) computer model will be prepared to simulate the project from up to two (2) Key Views. Site topography, paving, and landscape will be modeled at a level of detail that includes vegetation removal, topographic changes, exposed earth, and other significant objects. The simulated models will be masked onto the site photography described above. This task is limited to two (2) photographic locations. All modeled objects will be colored and textured utilizing advanced mapping techniques such as decals, transparency, and reflective maps. All available resources are used to create a depiction of the subject that is as close to photorealism as possible. This includes multiple light sources, shadows, and other creative techniques. The rendered subject is superimposed into the photograph utilizing masking techniques that blend the two together seamlessly. Other items are also superimposed such as landscaping, trees, cars, and people as necessary to achieve realism.

**Light and Glare Analysis.** Michael Baker will address the potential for significant impacts from the introduction of light and glare. Michael Baker will review and incorporate the existing Town policies and guidelines regarding light and glare (including the Town's Outdoor Lighting Ordinance, Chapter 17.34 of the Municipal Code).

## **2.2 AIR QUALITY**

Michael Baker's air quality specialists will evaluate project-related air pollutant emissions on both a short-term and long-term basis. The technical analysis will address potential air quality impacts and ensure that pollutants are mitigated consistent with the Great Basin Unified Air Pollution Control District's (GBUAPCD) Rules and Regulations. The analysis will include the following:

**Existing Conditions.** Michael Baker will describe the climatic and meteorological conditions and ambient air monitoring data for the Great Basin Valleys Air Basin (GBVAB) and local project vicinity. This discussion will include a table indicating the monitoring data for the nearest air monitoring station for the last five years (Mammoth Lakes – Gateway HC). A description of the regulatory framework relating to air quality (i.e., California Clean Air Act, Air Quality Management Plan, etc.), will also be provided.

**Construction-Related Emissions.** Equipment exhaust and fugitive dust emissions resulting from construction will be quantified using the California Emissions Estimator Model (CalEEMod). Based on landform/grading activity data/assumptions provided by the Town (i.e., number/type of equipment needed for grading activities), the study will estimate equipment exhaust emissions. Fugitive dust emissions will be quantified based on the number of acres to be graded per day. Additionally, emissions associated with demolition and excavation activities will be quantified pursuant to GBUAPCD methodology. Construction pollutant emissions will be compared to GBUAPCD thresholds and mitigation measures will be recommended to reduce the significance of emissions, where feasible.

**Long-Term Emissions.** Michael Baker will quantify vehicular and area source emissions with CalEEMod and provide a comparison to the GBUAPCD thresholds. The analysis will also address

the air quality impacts associated with the project's total vehicle miles traveled. Project consistency with regional air quality plans, including the Mammoth Lakes Air Quality Management Plan, will also be evaluated in the EIR section.

## 2.3 BIOLOGICAL RESOURCES

**Literature Review.** Michael Baker will review all technical survey reports and regulatory approvals previously prepared for the proposed project and vicinity, if available, and any data for the site to determine which special-status biological resources are likely to occur on or within the general vicinity of the project site. A database search of the California Natural Diversity Database (CNDDB) and California Native Plant Society (CNPS) Electronic Inventory of Rare and Endangered Vascular Plants of California listings regarding special-status 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 special-status species potentially occurring on or within the vicinity of the project site. Literature detailing existing wildlife movement corridors and linkages will be reviewed to determine if the proposed project will have any adverse impacts to local or regional wildlife movement corridors (e.g., lighting impacts, vegetation impacts). Topographic maps, soil surveys, flood maps, hydrology/climate information, and watershed data will also be reviewed. This will allow Michael Baker to focus its field investigation on those biological resources and habitats known to occur or that have the potential to occur within the general vicinity of the project site.

**Habitat Assessment/Field Investigation.** Following the literature review, Michael Baker will systematically survey the project site to document baseline conditions from which to evaluate the sites potential to support special-status plant and wildlife species, and special-status habitat types. The location of any special-status biological resources (i.e., plants, plant communities, jurisdictional drainage features, and wildlife), if present on-site, will be mapped. Particular attention will be given to undeveloped areas that have a higher potential to provide suitable habitat for special-status plant and wildlife species. Based on regional significance and existing projects in the area, a detailed assessment of the site's potential to provide suitable habitat for California Black Bear (*Ursus americanus californiensis*), Mountain cottontail rabbit (*Sylvilagus nuttallii*), Golden-mantled ground squirrel (*Callospermophilus lateralis*), Belding's ground squirrels (*Urocitellus beldingi*), Golden eagle (*Aquila chrysaetos*), and Great gray owl (*Strix nebulosa*) will be conducted during the field investigation.

Notes will be taken on all plant and wildlife species observed on-site during the survey. Additionally, the suitability of the vegetation on and surrounding the proposed project site will be surveyed for its ability to provide suitable avian nesting opportunities. This survey will provide an understanding of the overall project setting and biological resources occurring in the area. This data will be used to devise appropriate mitigation measures, as necessary, for the proposed project. The habitat assessment does not include focused surveys.

**Biological Technical Letter Report.** A biological technical letter report will be prepared with the results from the habitat assessment that will document all plant and wildlife species observed, and habitats occurring on-site, the suitability of the habitat on-site to support special-status species known to occur in the vicinity of the project site, and verification of whether the project site supports or does not support jurisdictional drainage or wetland features (i.e., "waters of the U.S. and "waters of the State"). The report will include a map of the plant communities and occurring on the project site, and their respective acreages. In addition, the report will include a brief analysis of the project

impacts to biological resources, suggestions for further studies that may be needed prior to development, mitigation measures, and permit requirements, if needed.

## **2.4 CULTURAL AND TRIBAL RESOURCES**

Michael Baker will retain Rincon Consultants, Inc. (Rincon) to assist in the preparation of cultural and tribal cultural resources technical documentation, which is as follows:

**Cultural Resources Records Search.** Rincon will conduct a California Historical Resources Information System (CHRIS) records search of the project site and a 0.5-mile radius around the project site at the Eastern Information Center (EIC) located at University of California, Riverside. The primary purpose of the records search is to identify any previously recorded cultural resources known to exist within or near the proposed project site. In addition to the archaeological inventory records and reports, an examination will be made of historic maps, the National Register of Historic Places (NRHP), California Register of Historical Resources (CRHR), the California Historical Resources Inventory, and the listing of California Historical Landmarks. The records search will also reveal the nature and extent of any cultural resources work previously conducted within the project site and adjacent vicinity. A map showing the results of the literature search including areas previously inventoried and previously recorded sites will be provided.

**Cultural Resources Technical Memorandum.** Upon receipt of the CHRIS records search results Rincon will prepare a cultural resources technical memorandum. This technical memorandum will document the results of the records search and provide management recommendations for resources on or near the project site.

**AB 52 Consultation Assistance.** Rincon will assist the Town with Native American consultation in accordance with AB 52. Rincon assumes the Town will provide a list of tribes who have requested AB 52 notification with the Town. Rincon will draft letters and maps for Native American tribal contacts, and will provide the lead agency with a tracking sheet and instructions for successful AB 52 consultation. Native American contacts have 30 days to respond and request further consultation.

**Tribal Cultural Resources Analysis.** The California Office of Administrative Law approved CEQA Guidelines Appendix G updates related to Assembly Bill 52 (AB 52) on September 27, 2016. As part of this update, Appendix G now incorporates a separate section to analyze a project's effects on tribal cultural resources. Michael Baker will incorporate the findings of the Town's AB 52 consultation process and Rincon's Cultural Resources Technical Memorandum into the Initial Study to determine if project implementation would result in significant impacts to tribal cultural resources.

## **2.5 GREENHOUSE GAS EMISSIONS**

Michael Baker will prepare an inventory of the greenhouse gas (GHG) emissions (i.e., nitrous oxide, methane, and carbon dioxide) from both direct and indirect sources. The emissions inventory will be quantified with the CalEEMod model. The analysis will determine the project's impact by determining if it is consistent with the Assembly Bill 32 mandate of reducing GHG's beyond "Business as Usual" conditions. The GHG reduction associated with the project's design features will be quantified utilizing the California Air Pollution Control Officers Association (CAPCOA) methodology (*Quantifying Greenhouse Gas Mitigation Measures – A Resource for Local Government to Assess Emission Reductions from Greenhouse Gas Mitigation Measures*).



Michael Baker will analyze the energy implications of the project pursuant to Public Resources Code Section 21100(b)(3) and Appendix F of the CEQA Guidelines. These statutes and guidelines require an EIR to describe, where relevant, the wasteful, inefficient, and unnecessary consumption of energy caused by a project. The analysis will analyze energy consumption associated with short-term construction activities, long-term operations, buildings, and transportation.

## 2.6 HYDROLOGY AND WATER QUALITY

Michael Baker will retain Triad/Holmes Associates (Triad) to provide the technical information pertaining to existing and proposed hydrology/drainage and water quality. Triad will determine potential impacts to Murphy Gulch and Mammoth Creek flows from storms exceeding the 20-year storm event. Triad will also consider potential water quality impacts and will recommended mitigation measures, as necessary, to reduce sediment impacts into Mammoth Creek.

Based on the Triad-provided information, the EIR section will incorporate existing hydrology/drainage data for the project area to identify any existing localized drainage issues. The EIR section will identify any changes in absorption rates, drainage patterns, storm drain improvements, and downstream affects. Michael Baker will also evaluate water quality conditions and incorporate any measures recommended by Triad. The potential for the project to degrade water quality, interfere with groundwater recharge, or expose people to water related hazards will be identified.

## 2.7 NOISE

Michael Baker's in-house acoustical team will conduct the noise analysis, including a consideration of nearby sensitive receptors.

**Existing Conditions/Regulatory Framework.** Michael Baker will review applicable noise and land use compatibility criteria for the project area. Noise standards regulating noise impacts will be discussed for land uses on and adjacent to the project site. Michael Baker will conduct a site visit and conduct short-term noise level measurements along the project area. The noise monitoring survey will be conducted at up to three separate locations in the project area to establish baseline noise levels in the project area. Noise recording lengths are anticipated to require approximately 15 minutes at each location. One long-term 24-hour noise measurement will also be conducted.

**Construction-Related Noise and Vibration.** Construction would occur during implementation of the proposed project. Noise impacts from construction sources will be analyzed based on the anticipated equipment to be used, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. The construction noise impacts will be evaluated in terms of maximum levels (L<sub>max</sub>) and hourly equivalent continuous noise levels (L<sub>eq</sub>) and the frequency of occurrence at adjacent sensitive locations.

**Operational Noise Sources.** On- and off-site noise impacts from vehicular traffic will be assessed using the U.S. Federal Highway Administrations traffic noise models (FHWA-RD-77-108 and TNM 2.5). The analysis will focus on noise impacts associated with the development of the proposed project. Stationary source noise impacts (both impacting the proposed project and emanating from the project) will be addressed. Such sources include noise from outdoor activities, parking lots, mechanical equipment, and the outdoor amphitheater. It is assumed that the Town, MLF, and KCCD will provide a schedule and listing of activities at the facilities.

## 2.8 TRAFFIC/CIRCULATION

Michael Baker will retain LSC Consulting (LSC) to prepare a Transportation Impact Analysis for the proposed project in order to analyze the project's traffic/circulation impacts. The analysis will include the following:

**Review of Plans and Existing Conditions.** First, the project description and project plans will be reviewed. This scope of work assumes that LSC will assess the project's impacts at the following study intersections and roadway segments:

### *Intersections*

- Meridian Boulevard/Old Mammoth Road;
- Meridian Boulevard/Sierra Park Road;
- Meridian Boulevard/College Parkway; and
- Meridian Boulevard/Wagon Wheel Road (West).

### *Roadway Segments*

- Meridian west of Old Mammoth;
- Meridian between Old Mammoth and Sierra Park;
- Meridian between Sierra Park and College Parkway;
- Meridian between College Parkway and Wagon Wheel (West);
- Meridian east of Wagon Wheel (West);
- Old Mammoth north of Meridian;
- Old Mammoth south of Meridian; and
- Sierra Park north of Meridian.

The Town's standard traffic analysis period is a busy winter Saturday. As the project schedule does not allow for new winter traffic counts to be conducted, this study will rely on the Year 2015 turning movement volumes developed for intersections #1 and #2 as part of the Mammoth Mobility Element EIR (based on counts conducted in 2009) for this project. Traffic volumes for the two site access intersections are also available from the model. The volumes will be adjusted to reflect Year 2017 conditions, based on a review of the California Department of Transportation (Caltrans) traffic volumes in Mammoth, to estimate existing year 'no project' traffic volumes. AM conditions are not included, as the trip generation of the proposed project is expected to be minimal during the morning hours.

The transportation analysis will be conducted for both existing background traffic, as well as a long-term forecast year. Future cumulative conditions will reflect buildout of the *Town of Mammoth Lakes TransCAD Travel Demand Model* land uses. This model was updated as part of the Mammoth Mobility Element EIR. During this process several model alternatives were developed. For purposes of this study, it is assumed that the 'future model with new FAR (floor area ratio) and with the new Mobility Element' version should be used, consistent with other recent studies. LSC will review the model land use assumptions for the project site and consider subtracting any traffic growth associated with the project site in the model, in order to estimate future 'no project' traffic conditions.

**Evaluation of Traffic Generation, Distribution, and Assignment.** LSC will review the project description, proposed use, and schedule of activities. LSC will work with the Town to develop the "design day" assumptions for the various project scenarios to be analyzed. For instance, it may be

appropriate to analyze low (such as typical activities at the facility on a busy Saturday), medium (such as a Saturday with a large indoor event), and high (maximum-capacity outdoor event) levels of usage. This scope assumes the trip generation of up to three project usage scenarios will be evaluated.

As standard trip generation rates are not available for the proposed uses, LSC will estimate the daily and peak-hour trip generation of the proposed project based upon “person-trip” analyses of visitor activity, employee travel, and utility trips. This will be conducted based upon available information regarding the following:

- Employee levels and shift times;
- Expected visitor attendance levels, typical hours of operation, and variation in visitation by season, day of week and time of day;
- Special event schedules, attendee levels, and caterer/staff levels; and
- Daily utility/service trips (delivery, maintenance, trash, etc.).

Separate trip distribution patterns will be identified for employees, visitors/attendees, and utility trips. These patterns will then be used to assign the vehicle trips to the access network. Using the trip generation estimates and traffic distribution pattern, traffic assignments will be estimated for a peak day, as well as for the PM peak hours. Assuming the project-generated traffic will be minimal during the morning hours, an analysis of AM peak-hour conditions is not expected to be necessary.

The project-generated traffic volumes will be added to forecast through traffic volumes on the study roadways and intersections to identify future conditions with the proposed use. Traffic volumes will be estimated for the following scenarios on a winter Saturday:

- Existing No Project;
- Existing With Project;
- Future Cumulative No Project; and
- Future Cumulative With Project.

**Assessment of Transportation Impacts and Mitigation.** Standard traffic engineering techniques, such as those presented in the Highway Capacity Manual, will be used to identify the intersection Level of Service (LOS) for the existing and future winter Saturday PM conditions without the proposed project. As the proposed project is assumed to generate little traffic activity in the winter AM peak hour, the analysis of peak-hour conditions is limited to the PM peak hour. Roadway LOS will be evaluated using the roadway capacities developed as a part of the Mobility Element EIR. LOS analyses for scenarios with a ‘maximum-capacity event’ are not expected to be necessary, as roadway and intersection improvements are typically designed for typical busy traffic conditions, rather than conditions during a special event.

In addition to LOS impacts, the significance of any impacts in the following areas will also be assessed:

- Intersection queueing;
- Impact on the need for new or expanded turn lanes at the study intersections;
- Vehicle Miles Traveled within the Town over the course of a winter day; and
- Construction traffic impacts (qualitative discussion).





Report Preparation. A draft Traffic Impact Analysis report with accompanying tables and graphics will be prepared by LSC. After modification to reflect any comments or corrections, a public version will be prepared. Additional technical analysis requested by the reviewing agencies or others (such as additional study intersections) is not included.

## **2.9 PUBLIC SERVICES/UTILITIES AND SERVICE SYSTEMS**

Michael Baker will contact potentially affected agencies to confirm relevant existing conditions, project impacts, and recommended mitigation measures. The discussion will focus on the potential alteration of existing facilities, extension or expansion of new facilities, and the increased demand on services based on the proposed land uses. Michael Baker will evaluate the ability of the project to receive adequate service based on applicable standards and, where adequate services are not available, will identify the effects of inadequate service, and recommend mitigation measures. Issues addressed include the following:

- Public Services: The project will be evaluated for its potential to result in substantial adverse physical impacts associated with proposed/required new or physically altered governmental facilities, including fire protection and police protection. Primary access and emergency access to the proposed facility would be Meridian Boulevard. A key aspect of this analysis will be to confirm that adequate emergency access would be provided for the proposed project.
- Utilities and Service Systems: The project will be evaluated for its potential to require or result in the construction of new water, wastewater, treatment, and stormwater drainage facilities or expansion of existing facilities. Michael Baker will contact appropriate utility providers to identify the locations of water, sewer, and stormwater infrastructure, and specify any proposed connections/ modifications. The analysis will also address whether the project would have sufficient water supplies available from existing entitlements and resources, or would new or expanded entitlements be needed. Landfill capacity and compliance with solid waste regulations will also be addressed.

## **3.0 CEQA CLEARANCE OPTION 1: MITIGATED NEGATIVE DECLARATION**

Should the environmental analysis described in Task 2.0 determine that impacts could be mitigated to a less than significant level, Michael Baker will update/finalize the Initial Study in accordance with the CEQA Guidelines (see Task 1.3). The Initial Study will include detailed explanations of all checklist determinations and discussions of potential environmental impacts. The analysis will be in accordance with CEQA Guidelines Sections 15063, 15162, 15167 and 15168.

### **3.1 PUBLIC REVIEW DRAFT INITIAL STUDY/ MITIGATED NEGATIVE DECLARATION**

If the Initial Study concludes that no significant environmental effects would occur, then an MND will be prepared. Michael Baker will respond to one complete consolidated set of comments from the Town, MLF, and KCCD on the Administrative Public Review Draft IS/MND. If desired by the Town, Michael Baker will provide the Administrative Draft IS/MND in Track Changes to assist with final check of the document.

Following a determination that no significant environmental effects would occur, Michael Baker will prepare the MND and required CEQA notices (see [Task 3.5](#) below) for Town review. These will be attached to the Initial Study to fully explain the proposed project and its effects. The IS/MND would be subject to a mandatory 30-day public review period.

### **3.2 FINAL INITIAL STUDY/ MITIGATED NEGATIVE DECLARATION**

The final document will include a purpose subsection, reference the review process, comment letters received, responses to comments, and any required edits/updates to the Public Review document.

Michael Baker will qualitatively respond to all written comments received on the Public Review Draft IS/MND during the public review period. Michael Baker will prepare thorough, reasoned, and sensitive responses to relevant environmental issues. This task includes written responses to both written and oral comments received on the Draft EIR (this includes review of hearing transcripts, as required). The Draft Responses to Comments will be prepared for review by Town Staff. Following review of the Draft Responses to Comments, Michael Baker will finalize this section for inclusion in the Administrative Final IS/MND.

It is noted that it is unknown at this time the extent of public and agency comments that will result from the review process. This scope assumes 10 comment letters of normal detail (two to three pages in length), and up to one comment letter of extensive detail (more than 20 pages in length) based on this project's history. Comments in excess of these assumptions will be considered outside of this scope of work and cost estimate. We will work closely with the Town in drafting responses and revising the Draft EIR. This scope assumes no new technical analyses or field work are required to respond to comments. Should the level of comments and response exceed our estimate, Michael Baker will submit additional funding requests to the Town in order to complete the responses. The scope of work does not assume supplemental technical studies or extensive additional analysis will be required to provide responses to comments.

The Initial Study will be revised in accordance with the responses to public comments on the Draft Initial Study. To facilitate Town review, Michael Baker will format the Final Initial Study with "underlining" for any new/modified text and "~~strike-out~~" for any text deleted from the Draft Initial Study. The Initial Study revisions will be presented in summary form in an Errata to the Initial Study.

### **3.3 MND MITIGATION MONITORING AND REPORTING PROGRAM**

To comply with the Public Resources Code Section 21081.6 (AB 32180), Michael Baker will prepare a Mitigation Monitoring and Reporting Program (MMRP) to be defined through working with Town staff to identify appropriate monitoring steps/procedures, in order to provide a basis for monitoring such measures during and upon project implementation. The MMRP Checklist will serve as the foundation of the proposed project's MMRP. The Checklist indicates the mitigation measure number as outlined in the IS/MND, a list of Mitigation Measures (in order under the appropriate topic), the Monitoring Milestone (at what agency/department responsible for verifying implementation of the measure), Method of Verification (documentation, field checks, etc.), and a verification section for the initials of the verifying individual date of verification, and pertinent remarks.

### **3.4 COMPLETION OF FINAL INITIAL STUDY/ MITIGATED NEGATIVE DECLARATION**

Michael Baker International will respond to one complete consolidated set of Town, MLF, and KCCD comments on the Administrative Final IS/MND and MMRP. If desired by the Town, Michael Baker will provide the Administrative Final IS/MND and MMRP with all changes highlighted to assist the final check of the document.

### **3.5 MND CEQA NOTICES**

Michael Baker will prepare for Town review and distribute all CEQA Notices, as outlined below. The Notices will be distributed via certified mail to the State Clearinghouse and all responsible, trustee, and interested agencies, community groups, and individuals. All distribution will be based upon a Town-provided distribution list. This scope assumes that the Town will be responsible for filing any notices with the County Clerk as well as any required radius mailing or newspaper notices.

- Notice of Availability/Notice of Intent (NOA/NOI) - Michael Baker will prepare the NOA/NOI for the project to initiate the 30-day public review period. The NOA/NOI will include required project information, such as a brief project description, the start/end dates of the public review period, locations where the IS/MND is available for review, and contact information for Town staff.
- Notice of Completion (NOC) - Michael Baker will prepare the NOC for submittal to the State Clearinghouse at the onset of the 30-day NOA/NOI public review period. The NOC will follow the State Clearinghouse recommended format.
- Notice of Determination (NOD) - Michael Baker will prepare the NOD to be filed with the County Clerk by the Town and sent to the State Clearinghouse by Michael Baker within five (5) days after deciding to carry out or approve the project. This scope excludes payment of any CDFW filing fees.

### **3.6 MND GRAPHICS**

The IS will include a maximum of 10 exhibits to enhance the written text and clarify the proposed project environmental impacts. Using state-of-the-art computer design equipment and techniques, our in-house graphic design team will create professional quality, black and white or full color exhibits, as well as dividers and covers for the IS and Appendices. This Task assumes camera-ready base maps will be provided by the Town.

### **3.7 MITIGATED NEGATIVE DECLARATION DELIVERABLES**

The following is a breakdown of all products/deliverables. The listed deliverables assume a standard number of deliverables for a project of this type and can be adjusted, as directed by the Town. Michael Baker can also provide a cost, per document, and can provide billing on a time and materials basis, as requested by the Town.

- 1 electronic copy (MS Word and/or PDF file) of Administrative Draft IS/MND.
- 1 electronic copy of (MS Word and/or PDF file) Public Review Draft IS/MND.
- 10 CDs of Public Review IS/MND.

- 10 hard copies of the NOA/NOI.
- State Clearinghouse Submittal Package.
  - 15 copies of the State Clearinghouse Summary Form
  - 15 CDs Public Review IS/MND
  - 15 copies of the NOC
- 1 electronic copy of each: Draft and Final Notice (NOA/NOI, NOC, NOD)

### **3.8 MND PROJECT MANAGEMENT AND MEETINGS/ HEARING ATTENDANCE**

#### **3.8.1 PROJECT MANAGEMENT**

Mr. Eddie Torres, INCE, will serve as Project Director to provide expertise and guidance on environmental compliance issues, as well as CEQA regulations, guidelines, and procedures. Ms. Kristen Bogue will be responsible for implementation of all key Project Management tasks identified in Section 1.2 above, overall management and supervision of the Project Team, and ongoing consultation with the Town staff. Ms. Bogue will undertake consultation and coordination of the project and review the IS/MND for compliance with CEQA requirements and guidelines and Town CEQA procedures. Ms. Bogue will coordinate with all technical staff, consultants, and support staff, toward the timely completion of the IS/MND. It is Michael Baker's goal to serve as an extension of Town staff throughout duration of the IS/MND.

#### **3.8.2 MEETINGS AND HEARING ATTENDANCE**

Mr. Torres will conduct the project Kick-Off Meeting as well as other bi-monthly project coordination meetings (determined by the Town as necessary). Mr. Torres will represent the Project Team at public hearings and make PowerPoint Presentations, as necessary. Should the Town determine that additional meetings beyond the following are necessary, services will be provided under a separate scope of work on a time and materials basis.

- One Kick-Off Meeting (refer also to Task 1.1);
- Bi-Monthly Conference Calls, as necessary (refer to Task 3.8);
- One IS Findings Meeting conducted via Conference Call (refer also to Task 1.4); and
- Two public hearings.

### **4.0 CEQA CLEARANCE OPTION 2: ENVIRONMENTAL IMPACT REPORT**

Should the environmental analysis described in Task 2.0 determine that the proposed project could potentially result in a significant and unavoidable impact, Michael Baker will update/finalize the Initial Study in accordance with the CEQA Guidelines (see Task 1.3), prepare a Notice of Preparation, and prepare an EIR.

**EXHIBIT "B"**  
**SCHEDULE OF SERVICE**



### III. PRELIMINARY SCHEDULE<sup>1</sup>

A date-specific schedule will be provided at the project Kick-Off Meeting. The schedule considers on-going coordination and meetings with the project team through the duration of the project.

#### **PROJECT SCOPING**

MBI provides Town data needs/Construction Questionnaire	Month 1
Research and Investigation Initiated	Month 1
Environmental Analysis Kick-off	Month 1
Town provide MBI data needs (#2 above)	Month 1
Project Kick-Off Meeting	Month 1
Initial Study Preparation	Months 2 - 5
Initial Study Findings and Conference Call with Town	Month 5

#### **CEQA CLEARANCE OPTION 1: MITIGATED NEGATIVE DECLARATION**

Public Review Draft Initial Study/Mitigated Negative Declaration	Month 5
Final Initial Study/Mitigated Negative Declaration	Month 6
Mitigation Monitoring and Reporting Program	Month 6
Completion of the Final IS/MND	Month 6

#### **CEQA CLEARANCE OPTION 2: ENVIRONMENTAL IMPACT REPORT**

Initial Study/NOP/Scoping Meeting	Month 5
30-Day NOP Public Review	Month 5
Preliminary Draft EIR	Month 6
Complete, Publish, and Circulate Draft EIR	Month 6
45-Day Draft EIR Public Review Period	Months 7 - 8
Public Hearing During Draft EIR Public Review Period	Month 8
Administrative Final EIR	Months 9 - 10
Complete and Publish Final EIR	Month 10
Certification Hearing	TBD

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<sup>1</sup> This schedule assumes on-going coordination with the Town/Project Team through the duration of the project. This schedule also assumes that all project data will be available prior to the Project Kick-Off Meeting.

**EXHIBIT "C"**  
**COMPENSATION**



## IV. FEE SUMMARY

MAMMOTH ARTS AND CULTURAL CENTER ENVIRONMENTAL ASSESSMENT								FEE SUMMARY		
								02-Jun-17		
TASK	ET	KB	AM	TM	EA	GA	Total	SUB	Total	
	\$200	\$145	\$145	\$145	\$125	\$110	Hours		Fees	
<b>1.1 PROJECT SCOPING</b>										
1.1 Project Kick-Off and Project Characteristics	12	14					26		\$4,430	
1.2 Research and Investigation	1	4					5		\$780	
1.3 Initial Study Preparation	2	6			30	8	46		\$5,900	
1.4 Initial Study Findings and Conference Call with Town	1	1					2		\$345	
<b>Subtotal Task 1.0</b>	<b>16</b>	<b>25</b>	<b>0</b>	<b>0</b>	<b>30</b>	<b>8</b>	<b>79</b>	<b>\$0</b>	<b>\$11,455</b>	
<b>2.0 FOCUSED ENVIRONMENTAL REVIEW</b>										
2.1 Aesthetics		16					16	\$8,500	\$10,820	
2.2 Air Quality	2		24		20		46		\$6,380	
2.3 Biological Resources		1		55			56		\$8,120	
2.4 Cultural and Tribal Resources		1					1	\$3,150	\$3,295	
2.5 Greenhouse Gas Emissions	2		12		16		30		\$4,140	
2.6 Hydrology and Water Quality		2			14		16	\$7,000	\$9,040	
2.7 Noise	3		28		34		65		\$8,910	
2.8 Traffic/Circulation		2			14		16	\$24,315	\$26,355	
2.9 Public Services/Recreation/Utilities and Service Systems		1			16		17		\$2,145	
<b>Subtotal Task 2.0</b>	<b>7</b>	<b>23</b>	<b>64</b>	<b>55</b>	<b>114</b>	<b>0</b>	<b>263</b>	<b>\$42,965</b>	<b>\$79,205</b>	
<b>3.0 CEQA CLEARANCE OPTION 1: MND</b>										
3.1 Public Review Draft IS/MND	2	4					6		\$980	
3.2 Final IS/MND	4	16	4		16		40	\$1,200	\$6,900	
3.3 MND Mitigation Monitoring & Reporting		1			4		5		\$645	
3.4 Completion of Final IS/MND	1	4					5		\$780	
3.5 MND CEQA Notices					2		2		\$250	
3.6 MND Graphics						6	6		\$660	
3.7 MND Deliverables							0		\$1,200	
3.8 MND Project Management & Mtg./Hearing Attend										
3.8.1 Project Management	4	10					14		\$2,250	
3.8.2 Meeting & Hearing Attendance	16	24					40		\$6,680	
<b>Subtotal Task 3.0</b>	<b>27</b>	<b>59</b>	<b>4</b>	<b>0</b>	<b>22</b>	<b>6</b>	<b>118</b>	<b>\$1,200</b>	<b>\$20,345</b>	
<b>4.0 CEQA CLEARANCE OPTION 2: EIR</b>										
4.1 Public Review IS/NOP	1	3					4		\$635	
4.2 Scoping Meeting	8	12					20		\$3,340	
4.3 EIR CEQA Notices		2					2		\$290	
4.4 Executive Summary		1			5		6		\$770	
4.5 Introduction and Purpose		1			4		5		\$645	
4.6 Project Description	1	6					7		\$1,070	
4.7 Cumulative Projects/Analysis		2			4		6		\$790	
4.8 Environmental Analysis	10	24	12		68		114		\$15,720	
4.9 Alternatives to the Proposed Action	2	8			24		34		\$4,560	
4.10 Additional Sections	2		2		16		20		\$2,690	
4.11 EIR Graphics						12	12		\$1,320	
4.12 Preliminary Draft EIR	4	12			12		28		\$4,040	
4.13 Final EIR	6	24	4		44	6	84	\$1,600	\$13,020	
4.14 EIR Deliverables							0	\$2,000	\$2,000	
4.15 EIR Project Management & Mtg./Hearing Attend							0		\$0	
4.15.1 Project Management	8	16					24		\$3,920	
4.15.2 Meeting & Hearing Attendance	24	30					54		\$9,150	
<b>Subtotal Task 4.0</b>	<b>72</b>	<b>165</b>	<b>22</b>	<b>0</b>	<b>221</b>	<b>18</b>	<b>498</b>	<b>\$3,600</b>	<b>\$63,960</b>	
<b>Total Hours Option 1: MND</b>	<b>50</b>	<b>107</b>	<b>68</b>	<b>55</b>	<b>166</b>	<b>14</b>	<b>460</b>			
<b>Percent of Total Hours Option 1: MND</b>	<b>11%</b>	<b>23%</b>	<b>15%</b>	<b>12%</b>	<b>36%</b>	<b>3%</b>	<b>100.0%</b>			
<b>Total Labor Fees Option 1: MND</b>								<b>\$44,165</b>	<b>\$111,005</b>	
Other Direct Costs Option 1: MND									\$2,500	
Subtotal ODC Option 1: MND									\$113,505	
Contingency									\$5,000	
<b>TOTAL FEES OPTION 1: MND</b>									<b>\$118,505</b>	
<b>Total Hours Option 2: EIR</b>	<b>95</b>	<b>213</b>	<b>86</b>	<b>55</b>	<b>365</b>	<b>26</b>	<b>840</b>			
<b>Percent of Total Hours Option 2: EIR</b>	<b>11%</b>	<b>25%</b>	<b>10%</b>	<b>7%</b>	<b>43%</b>	<b>3%</b>	<b>100.0%</b>			
<b>Total Labor Fees Option 2: EIR</b>								<b>\$46,565</b>	<b>\$154,620</b>	
Other Direct Costs Option 2: EIR									\$3,250	
Subtotal ODC Option 2: EIR									\$157,870	
Contingency									\$5,000	
<b>TOTAL FEES OPTION 2: EIR</b>									<b>\$162,870</b>	
	ET = Eddie Torres								SUBCONSULTANTS	
	KB = Kristen Bogue								- LSC Consulting	
	AM = Achilles Malisos								- Rincon Consultants, Inc.	
	TM = Travis McGill								- Triad/Holmes	
	EA = Env. Analyst									
	GA = Graphic Artist									





## Proposal for the Mammoth Arts and Cultural Center Environmental Compliance Documentation

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Note: All work will be performed at a "Not to exceed" contract price, which will become the firm fixed price upon completion of negotiations with the Client. The total budget includes all miscellaneous costs for travel/mileage, reproduction, reimburseables, telephone, postal, delivery, reference materials and incidental expenses. Michael Baker will receive payment either on a percentage basis using milestones or by monthly billing, as determined by the Client. The project manager reserves the right to make adjustments to staff allocations as necessary within the overall budget.