



CITY OF ESCONDIDO
CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and entered into as of the last signature date set forth below ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: Oscar Romero
760-839-4801
("CITY")

And: Michael Baker International, Inc.
a Pennsylvania corporation
5050 Avenida Encinas
Carlsbad, CA 92008
Attn: Tim Thiele, Vice President
760-476-9193
("CONSULTANT").

(The CITY and CONSULTANT each may be referred to herein as a "Party" and collectively as the "Parties.")

WHEREAS, the CITY has determined that it is in the CITY's best interest to retain the professional services of a consultant to provide professional environmental review services for the El Caballo Park Master Plan work effort;

WHEREAS, CONSULTANT is considered competent to perform the necessary professional services for the CITY; and

WHEREAS, the CITY and CONSULTANT desire to enter into this Agreement for the performance of the Services described herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties hereby agree as follows:

1. Description of Services. CONSULTANT shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment "A" and incorporated herein by this reference ("Services").
2. Compensation. In exchange for CONSULTANT's completion of the Services, the CITY shall pay,

and CONSULTANT shall accept in full, an amount not to exceed the sum of **\$238,935**. CONSULTANT shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in any subsequent amendments shall not exceed a cumulative total of 25% of the maximum payment provided for in this Section 2, unless approved by resolution of the City Council.

3. Performance. CONSULTANT shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONSULTANT pursuant to this Agreement, except that CONSULTANT shall not be responsible for the accuracy of information supplied by the CITY.
4. Personnel. The performance of the Services by certain professionals is significant to the CITY. As such, CONSULTANT shall only assign the persons listed on Attachment "B", attached to this Agreement and incorporated herein by this reference ("Personnel List"), to perform the Services. CONSULTANT shall not add or remove persons from the Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.
5. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONSULTANT with 10 days' advance written notice. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONSULTANT, then CONSULTANT shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the Services.
6. City Property. All original documents, drawings, electronic media, and other materials prepared by CONSULTANT pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONSULTANT for any other purpose without the CITY's prior written consent.
7. Insurance Requirements.
 - a. CONSULTANT shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONSULTANT, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) *Commercial General Liability*. Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.
 - (2) *Automobile Liability*. ISO Form CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.

- (3) *Workers' Compensation.* Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
 - (4) *Professional Liability (Errors and Omissions).* Professional Liability (Errors and Omissions) appropriate to CONSULTANT's profession, with limits no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.
 - (5) If CONSULTANT maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONSULTANT.
- b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
- (1) *Acceptability of Insurers.* Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-: FSC VII, or as approved by the CITY.
 - (2) *Additional Insured Status.* Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.
 - (3) *Primary Coverage.* CONSULTANT's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
 - (4) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
 - (5) *Subcontractors.* If applicable, CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONSULTANT shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
 - (6) *Waiver of Subrogation.* CONSULTANT hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONSULTANT, its agents, representatives, employees, and subcontractors.
 - (7) *Self-Insurance.* CONSULTANT may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONSULTANT shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONSULTANT's (i) net worth and (ii) reserves for payment of claims of liability against CONSULTANT are sufficient to adequately compensate for the lack of

other insurance coverage required by this Agreement. CONSULTANT's utilization of self-insurance shall not in any way limit the liabilities assumed by CONSULTANT pursuant to this Agreement.

- (8) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the CITY.
- c. *Verification of Coverage.* At the time CONSULTANT executes this Agreement, CONSULTANT shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
- d. *Special Risks or Circumstances.* The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- e. *No Limitation of Obligations.* The insurance requirements in this Agreement, including the types and limits of insurance coverage CONSULTANT must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.
- f. Failure to comply with any of the insurance requirements in this Agreement, including, but not limited to, a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONSULTANT fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONSULTANT to stop work under this Agreement and/or withhold any payment that becomes due to CONSULTANT until CONSULTANT demonstrates compliance with the insurance requirements in this Agreement.

8. Indemnification, Duty to Defend, and Hold Harmless.

- a. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONSULTANT's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the sole negligence or willful misconduct of the CITY.
- b. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.
- c. All terms and provisions within this Section 8 shall survive the termination of this Agreement.

9. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONSULTANT in entering into this Agreement, CONSULTANT shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, CONSULTANT shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
10. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
11. Independent Contractor. CONSULTANT is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.
12. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONSULTANT.
13. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONSULTANT concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.
14. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.
15. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
16. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
17. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.
18. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
19. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONSULTANT shall promptly provide the other Party with notice of any changes to such contact information.

20. Business License. CONSULTANT shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
21. Compliance with Laws, Permits, and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONSULTANT shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONSULTANT agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at <http://www.dir.ca.gov/oprl/dprevwagedetermination.htm> and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
23. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONSULTANT represents and warrants that all of its employees and the employees of any subcontractor retained by CONSULTANT who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONSULTANT affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONSULTANT agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.
24. The Parties acknowledge that Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") administered by the U.S Department of Treasury ("Federal Awarding Agency") and established by the American Rescue Plan Act of 2021 ("ARPA") will be used to fund all or a portion of this Agreement. The CONSULTANT shall comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives relating to such funds.
25. Equal Employment Opportunity. During the performance of this Agreement, the CONSULTANT agrees as follows:
 - a. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The CONSULTANT will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONSULTANT's legal duty to furnish information.
- d. The CONSULTANT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONSULTANT's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the CONSULTANT's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The CONSULTANT will include the portion of the sentence immediately preceding subpart a of this section and the provisions of subparts a through h in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of CONSULTANTs and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a CONSULTANT debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon CONSULTANTs and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

26. Compliance with the Davis-Bacon Act.

- i. All transactions regarding this Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The CONSULTANT shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- j. CONSULTANTs are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- k. Additionally, CONSULTANTs are required to pay wages not less than once a week

27. Compliance with the Copeland "Anti-Kickback" Act.

- l. CONSULTANT. The CONSULTANT shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.
- m. Subcontracts. The CONSULTANT and any subcontractors shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONSULTANT shall be responsible for the compliance by any subcontractors or lower tier subcontractors with all of these contract clauses.
- n. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONSULTANT and subcontractors as provided in 29 C.F.R. § 5.12.

28. Clean Air Act. CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. CONSULTANT agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office. CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the Federal Awarding Agency.
29. Federal Water Pollution Control Act. CONSULTANT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONSULTANT agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office. CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the Federal Awarding Agency.
30. Debarment and Suspension.
- o. This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, CONSULTANT is required to verify that none of CONSULTANT's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - p. CONSULTANT shall comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction CONSULTANT enters into.
 - q. This certification is a material representation of fact relied upon by the CITY. If it is later determined that CONSULTANT did not comply with 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C, in addition to remedies available to the CITY, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
 - r. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, Subpart C and 2 C.F.R. Part 3000, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
31. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).
- s. Prior to entering into this Agreement, CONSULTANT shall file the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended)). Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the Federal Awarding Agency.
 - t. Required Certification. At the time CONSULTANT executes this Agreement, CONSULTANT shall provide the CITY with a completed Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying. A blank Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying is attached to this Agreement as Attachment "C" and incorporated herein by this reference.

32. Procurement of Recovered Materials. In the performance of this Agreement, CONSULTANT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (1) competitively within a timeframe providing for compliance with the Agreement's performance schedule, (2) meeting Agreement performance requirements, or (3) at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, located at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. CONSULTANT shall also comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
33. Access to Records. The following access to records requirements apply to this Agreement: (1) CONSULTANT agrees to provide the CITY, the Federal Awarding Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of CONSULTANT that are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. CONSULTANT agrees to provide the Federal Awarding Agency Administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement. In compliance with the Disaster Recovery Act of 2018, the CITY and CONSULTANT acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the Federal Awarding Agency Administrator or the Comptroller General of the United States.
34. Federal Awarding Agency Seal, Logo, and Flags. CONSULTANT shall not use the Federal Awarding Agency seal(s), logos, crests, or reproductions of flags or likenesses of Federal Awarding Agency officials without specific Federal Awarding Agency pre-approval.
35. No Obligation by Federal Government. The United States Federal Government is not a party to this Agreement and is not subject to any obligations or Agreement to the CITY, CONSULTANT, or any other party pertaining to any matter resulting from this Agreement.
36. Program Fraud and False or Fraudulent Statements or Related Acts. CONSULTANT acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to CONSULTANT's actions pertaining to this Agreement.
37. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF ESCONDIDO

Date: _____

Dane White, Mayor

MICHAEL BAKER INTERNATIONAL, INC.

Date: **04/02/2024**

Tim Thiele, VP/DE

Tim Thiele, Office Executive

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, CITY ATTORNEY

BY: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

ATTACHMENT "A"

Scope of Work

A. General

Michael Baker International, Inc., a Pennsylvania corporation ("Consultant") will provide the City of Escondido, a California municipal corporation ("City") with environmental review services for the El Caballo Park Master Plan work effort ("Project").

B. Location

Consultant to provide services at various locations, including certain services located at the Project sites located at, 3420 Valley Center Road, Escondido, CA 92027 and at 201 N. Broadway, Escondido, CA 92029.

C. Services

Consultant to provide the following services which are more particularly described in **Exhibit 1**, which is attached hereto and incorporated herein by reference. In the event of a conflict between this Agreement (including the Scope of Work) and Exhibit 1, the terms of the Agreement shall prevail.

Services and documents prepared under this Agreement shall be subject to final review and approval by the City. Services shall generally include:

1. Perform Project management and Project initiation roles which shall include, at a minimum; a kickoff meeting, a site visit, and monthly status meetings.
2. Perform document review and initial research which shall include initial research, a draft Project description, Native American engagement, and preparation of technical studies. The California Environmental Quality Act (CEQA) experts shall respond to two sets of consolidated City comments, revise reports as appropriate, resubmit to City for final approval for incorporation of relevant technical data into the Initial Study/Mitigated Negative Declaration (IS/MND).
3. Prepare the draft IS/MND and process the Public Review to include preparation of a screen check draft IS/MND, respond to one consolidated set of City comments on screen check IS/MND, submit draft Administrative IS/MND to City, revise draft Administrative IS/MND, prepare a proof check draft IS/MND for final City review and distribution, complete a draft Notice of Intent (NOI) to adopt the MND, prepare a distribution list of recipients for City review, administratively process and file the City approved and signed NOI with the San Diego County Clerk and State Clearinghouse (with City authorization).
4. Perform final IS/MND responsibilities to include outlining responses to comment letters during 30-day public review period, respond to two sets of consolidated City comments on the draft responses, draft the Mitigation Monitoring and Reporting Program (MMRP) for review by City, respond to one set of consolidated comments from City, finalize the MMRP for adoption by the City in support of the IS/MND, prepare the final IS/MND for City review, respond to one set of consolidated City comments, provide three hard copies of the final document and technical reports and one USB drive to City, attend one Escondido Planning Commission hearing and one Escondido City Council hearing to answer environmental questions, assist as-needed with staff report development, prepare a draft Notice of Determination (NOD), file the NOD with the State Clearinghouse and the San Diego County Clerk.
5. Perform an aquatic resources jurisdictional delineation and prepare the report, prepare a Preliminary Hydrology/Drainage Technical Study, and prepare a Transportation Operations Analysis.

D. Scheduling

Consultant to schedule specific dates of work in advance by contacting Oscar Romero at 760-839-4801 or oromero@escondido.org. Further instructions will be provided upon scheduling.

E. Contract Price and Payment Terms

The contract price shall not exceed **\$238,935**. The contract price includes all labor, materials, equipment, and transportation required to perform the work. Services will be billed as services are performed. Payment will be made after services have been performed and within 30 days of receipt of an invoice for those services.

F. Term

The term of this Agreement shall be for **one year**, commencing on the Effective Date of the Agreement.

ATTACHMENT "B"
Personnel List

Pursuant to Section 4 of the Agreement, CONSULTANT shall only assign performance of Services to persons listed in **Exhibit 2**, which is attached hereto and incorporated herein by reference.

CONSULTANT shall not add or remove persons from this Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.

Acknowledged by:

Date: **04 / 02 / 2024**

Tim Thiele, VP/DE

Tim Thiele, Vice President

ATTACHMENT "C"

Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____ ("Consultant"), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Tim Thiele, VP/OE

Signature of Consultant's Authorized Official

Tim Thiele, Vice President/Office Executive

Name and Title of Consultant's Authorized Official

04 / 02 / 2024

Date

EL CABALLO PARK MASTER PLAN ENVIRONMENTAL REVIEW



RFP NO. 24-17 | January 8, 2024

City of Escondido

Planning Division
201 N. Broadway
Escondido, CA 92025

EL CABALLO PARK MASTER PLAN ENVIRONMENTAL REVIEW

COVER LETTER..... 1

SUMMARY..... 2

PROPOSED PROJECT TEAM. 8

QUALIFICATIONS&EXPERIENCE. 12

WORK SCHEDULE. 17

CONFLICT OF INTEREST 18

APPENDIX

Attachment B

Attachment C

Exhibit 2

*Rate Sheet & Cost Estimate (Under Separate Cover)



January 8, 2024

Pricila Roldan
Associate Planner
Planning Division
201 N. Broadway
Escondido, CA 92025



We Make a Difference

RE: RFP NO. 24-17 El Caballo Park Master Plan Environmental Review

Dear Ms. Roldan,

Michael Baker International, Inc. (Michael Baker) is pleased to submit our proposal for the El Caballo Park Master Plan Environmental Review. Our team of professionals blends local familiarity, responsiveness, and relationships with national-level expertise to complete projects within budget and on schedule. We confirm that all elements of the Request for Proposals have been reviewed and understood.

THE MICHAEL BAKER TEAM OFFERS THE CITY OF ESCONDIDO

Extensive Parks & Recreation Facilities Experience

Michael Baker has extensive experience preparing documents in conformance with the California Environmental Quality Act (CEQA) for numerous parks, recreation facilities, athletic fields, and school projects with significant recreational components, enabling a deep understanding of key environmental issues and community concerns that such improvement projects may raise.

Demonstrated Experience with Local High-Profile Development Projects

Michael Baker recently worked with the City of Escondido to prepare the Environmental Impact (EIR) Report for the Harvest Hills Specific Plan & Citywide Sphere-of-Influence Update EIR project (formerly Safari Highlands Ranch), providing our CEQA team members a strong familiarity with key community concerns and City of Escondido regulations and procedures, as well as a keen awareness of the local planning, environmental, and political environment.

Efficiency & Cost Savings from our In-House Team

Michael Baker brings an extensive team of in-house technical experts to the project, thereby avoiding the need for outside subconsultants and allowing for efficiency and cost savings through familiarity with City of Escondido requirements, clear communication, and effective information sharing. Our qualifications demonstrate our overall technical capabilities and our team's commitment to dedicate all resources necessary to assist the City in delivering this project.

We believe our proactive approach, experienced team, and ability to effectively work with the City will ultimately be the best foundation for a successful project. We look forward to working collaboratively with your team and important local stakeholders to deliver a highly accurate, defensible, and quality document for the City's consideration.

Key Team members include Bob Stark as the Project Principal authorized to represent the firm on all matters related to the proposal, John Bellas as Project Director/Quality Assurance, and Nicole Marotz as Project Manager. Nicole and John have extensive experience in Southern California regarding master planning, parks, and environmental services.

Sincerely,

Michael Baker International, Inc.

Nicole Marotz, AICP, LEED AP
Project Manager
619.602.9314
nmarotz@mbakerintl.com
Key Point of Contact

9635 Granite Ridge Dr Ste 300
San Diego, CA 92123

Bob Stark, AICP
Project Principal
858.527.7829
bstark@mbakerintl.com

9635 Granite Ridge Dr Ste 300
San Diego, CA 92123

Michael Baker is willing to enter a contract under the terms and conditions prescribed by the RFP and Exhibit 1 Consulting Agreement. Michael Baker acknowledges receipt of Addendums 1 and 2.

SUMMARY

Project Understanding & Approach

Michael Baker recognizes the uniqueness in character and heritage that El Caballo Park brings to the City, its residents, and visitors alike. The opportunities to enhance the park in support of the Charros Association, public events, and equestrian enthusiasts, as well as the public, are well presented in the Master Plan, laying the groundwork for potential improvements envisioned for the use. Michael Baker further recognizes the City's extensive public outreach efforts in preparing the Master Plan to address public desires and concerns for how the Master Plan is ultimately implemented, further underscoring the local importance and history of the park.

Michael Baker understands that the park will offer a central, open, passive recreational lawn area surrounded by a variety of natural play opportunities, picnic groves, an equestrian center, and other supporting facilities. Opportunities for active and passive recreation will be provided via construction and/or enhancement of equestrian facilities and trails, public picnic areas, educational opportunities, public art, and pedestrian and bicycle linkages to Escondido Creek Trail, as well as supporting parking areas, bicycle storage, and spectator seating. A new community hall will offer multi-use space for public gatherings, events, and other varying activities. Additionally, pedestrian access is proposed to link Mayflower Dog Park with El Caballo Park, thus creating one cohesive park.

A key component of the project will be the proposed tributary creek improvements and modification of the Escondido Creek channel to remove the concrete sides and a portion of the concrete bottom and replace the concrete with vegetation. As identified in the El Caballo Park Master Plan, such activities are aimed at improving the aesthetic value of the creek and enabling greater infiltration. Michael Baker's in-house civil engineering team specializing in hydrology/water quality is poised to aid the City in evaluating the potential effects of undertaking such improvements. Michael Baker also offers a deep bench of biologists and regulatory permitting specialists who will provide needed expertise in evaluating potential effects relative to aquatic and biological resources that may be affected.

Consideration and protection of cultural and historic resources are also anticipated to be an important component of evaluating the project, recognizing the cultural heritage that the subject site brings. As the existing park and horse arenas are over 50 years old and are proposed for improvements, it is anticipated that such elements will require evaluation for eligibility for listing as historic resources. As such, our scope of work includes such evaluations to determine if there are historical resources, as defined in CEQA Guidelines Section 15064.5(a), and identification of proper mitigation measures, as appropriate, for potential impacts that may occur.

Based on results of our field visit and site reconnaissance, it is anticipated that the proposed improvements to El Caballo Park may have potential effects relative to hydrology/water quality, biological resources, cultural resources, transportation, and noise, due to expansion or enhancement of the existing park facilities. Given our previous experience working with the City of Escondido, as well as our depth of experience working on similar parks and recreation projects, Michael Baker is keenly aware of such issues and understands the local concerns that may arise, as well as how to address them.

Further, Michael Baker recognizes the City's need to engage the public in the environmental review process and to invite meaningful comment on the CEQA document. Although, as discussed below, our preliminary recommendation is for preparation of a Mitigated Negative Declaration (MND), which does not require a public scoping meeting pursuant to CEQA to obtain public comment, Michael Baker acknowledges the City's sensitivity to interested parties and organizations relative to implementation of the Master Plan, including the El Caballo Conservancy, as critical stakeholders in the environmental review process. Although not required with preparation of a MND pursuant to CEQA, Michael Baker will work with the City, respectfully acknowledging all relevant public comments received, to prepare responses that are sensitive to the issues raised and to ensure that a commenter's concerns are adequately addressed. Other approaches to public noticing and engaging public comment from community members are discussed under Subtask 4.1, Responses to Comments, in our scope of work.

Preliminary Recommendation

Based on the information provided by the City, additional research, and Michael Baker's familiarity with similar park improvement projects, it is our recommendation that the appropriate CEQA document to evaluate the project as proposed is a Mitigated Negative Declaration, which will be supported through preparation of an Initial Study (IS). Pursuant to CEQA Guidelines Section 15070, the project as described in the Master Plan is not anticipated to result in a significant effect on the environment that cannot be mitigated. Critical in supporting the IS/MND approach will be crafting a complete and internally consistent project description upon which the technical studies will be based, and which will provide a clear understanding of the project to the public. The project description will identify the "whole of the project," including proposed physical improvements, phasing, anticipated activities and events, and other such aspects, some of which the City may not know or that may change as the project description is developed. Regardless, the IS/MND will need to evaluate how the project will be implemented while recognizing that changes could occur over time. Michael Baker will further discuss the intended approach with the City upon project initiation to identify key project elements and issues of concern.

Scope of Services

Task 1: Project Management/Project Initiation

1.1 Kickoff Meeting/Site Visit

Michael Baker will attend an in-person or virtual kickoff meeting to initiate the work effort, identify roles and responsibilities, review project plans, develop a roster of stakeholders/interested parties, discuss key environmental considerations, solidify the project schedule, and discuss the action plan for achieving that schedule. Following the meeting, Michael Baker will provide the City with a list of anticipated data needs. Michael Baker CEQA staff will also conduct a site visit to document existing conditions on-site and identify potential environmental issues of concern.

SUMMARY

1.2 Project Meetings

Monthly status meetings may include reviewing the City's comments on administrative draft documents, discussing the results of the technical environmental studies, preparing for public meetings (e.g., public hearings), reviewing comments received from the public and outside agencies, and for other coordination purposes. Michael Baker will prepare an agenda shared at least one day before the meeting and share meeting minutes no more than one week following the meeting.

Task 2: Document Review/Initial Research

2.1 Initial Research

Michael Baker will coordinate with City staff, as well as relevant federal, state, and local agencies that may be affected by the project and will review relevant environmental- and planning-related data, previous studies for the project site and surrounding area, and/or other available files, exhibits, maps, and reference documents. The Michael Baker team will evaluate the necessary information with respect to the proposed project and identify any data gaps.

2.2 Draft Project Description

Following the kickoff meeting, Michael Baker will prepare a draft project description which will fully describe all elements of the project and the range of required approvals. The draft project description will be submitted to the City for review and comment. After receiving the City's comments and making the appropriate changes, Michael Baker will submit a revised version of the project description to the City for approval, which will be the basis for the analysis presented in the technical studies.

2.3 Native American Engagement

Michael Baker will assist the City with meeting Native American consultation requirements pursuant to Assembly Bill (AB) 52. In coordination with the City, we will prepare the draft consultation letters to tribes on the tribal contact list from the Native American Heritage Commission. Additionally, Michael Baker will participate in up to four meetings, in support of the City, with any tribes requesting consultation on the project.

2.4 Preparation of Technical Studies

Based on information provided by the City and the El Caballo Park Master Plan, this scope of work assumes that the following technical reports will be prepared in support of the CEQA analysis. Prior to initiating preparation of the technical studies, Michael Baker will submit a list of anticipated technical studies for review and confirmation by City staff.

In preparing the technical studies, our CEQA experts will respond to two sets of consolidated City comments and will revise the technical reports as appropriate. The technical reports will be resubmitted to the City for final approval to allow for incorporation of relevant technical data into the IS/MND. This scope assumes that all documents will be transmitted electronically; no hard copies are proposed.

Air Quality

Existing Conditions/Regulatory Framework

The project is located within the San Diego Air Basin, which is under the jurisdiction of the San Diego Air Pollution Control District (SDAPCD). Federal, state, regional, and local air quality regulations will be discussed. The SDAPCD does not have its own adopted guidelines, and therefore recommends that analyses address the requirements set forth by the *County of San Diego CEQA Guidelines*.

Construction-Related Emissions

Operational (i.e., area, energy, and mobile source) emissions will be quantified and compared to the SDAPCD regional thresholds of significance. Primary sources of emissions will be related to area sources and local/regional vehicle miles traveled, which will be derived from CalEEMod and the transportation study. Project consistency with the SDAPCD *Regional Air Quality Strategy* will be evaluated.

Long-Term Emissions

Operational (i.e., area, energy, and mobile source) emissions will be quantified and compared to the SDAPCD regional thresholds of significance. Primary sources of emissions will be related to area sources and local/regional vehicle miles traveled, which will be derived from CalEEMod and the transportation study. Project consistency with the SDAPCD *Regional Air Quality Strategy* will be evaluated.

Biological Resources

Michael Baker will conduct a literature review of the California Natural Diversity Database (California Department of Fish and Wildlife [CDFW]), Rare Plant Inventory (California Native Plant Society), Web Soil Survey (Natural Resources Conservation Service), National Wetlands Inventory (U.S. Fish and Wildlife Service [USFWS]), Information for Planning and Conservation (USFWS), and other relevant information available for the regional vicinity, such as the City of Escondido's Final Multiple Habitat Conservation Plan (MHCP). Michael Baker biologists will also conduct a site visit to document existing conditions and to characterize vegetation communities and land covers that may represent potential biological constraints to future site improvements. The review will be primarily based on existing conditions on-site and directly adjacent to the property but will also consider previously recorded species occurrences in the region and existing regulations, or regulations that may come into effect during the environmental review process.



SUMMARY

A Biological Resources Report will be prepared to summarize the information and results obtained during the literature review and field survey; document plant, wildlife, and vegetation communities observed; and determine the potential for any special-status species to occur on or within the vicinity of the project site. The report will analyze the project site within the context of the MHCP and any current City guidance.

Potential impacts to special-status biological resources, recommendations for avoidance/minimization and/or mitigation measures, and applicable regulatory approvals will be identified to confirm the analysis of biological resources is compliant with current standards under CEQA. At this time, focused studies for special-status species do not appear warranted. Should field surveys identify potential presence of special-status species, Michael Baker will immediately discuss with the City specific recommendations for focused studies in support of the CEQA review.

Cultural Resources

Michael Baker will conduct a cultural resources technical study of the approximately 80-acre El Caballo Park. The study will include a cultural resources records search of the project area and a 0.5-mile surrounding search radius at the South Coastal Information Center, a Native American Heritage Commission Sacred Lands File search, literature, historic map and aerial photo review, local historical society consultation, a built environment and archaeological pedestrian survey, and an archaeological sensitivity analysis of the project site. Michael Baker will also consult with the City to identify an appropriate Native American monitor to accompany the archaeologist during the pedestrian survey.

The existing park and horse arenas are over 50 years old and are proposed for improvements. Therefore, such elements will be evaluated for eligibility for listing in the National Register of Historic Places, California Register of Historical Resources, and the City of Escondido's Local Register of Historic Places. The park will be recorded and evaluated as a whole on the appropriate California Department of Parks and Recreation (DPR) 523 series forms. The intent is to determine if there are historical resources, as defined in CEQA Section 15064.5(a), within the project area. We also anticipate a Section 106 trigger for the presumed USACE 404 permit associated with modifications of Escondido Creek and will include regulatory language to ensure compliance with Section 106 and an evaluation of the park under criteria for listing in the National Register. The cultural resources technical report will comply with both CEQA and Section 106 regulations.

The findings will be summarized in a technical report that will include an assessment of potential direct and indirect impacts to historical resources/historic properties; recommendations or mitigation measures, as applicable; and a summary of Native American consultation. Further studies may be required if additional cultural resources are identified.

This scope of work assumes that the results of the archaeological survey will be negative; should additional sites be encountered, they will be documented on DPR 523 site forms. If potentially significant sites are identified, evaluation of their eligibility to the California and National Registers is not included in this proposal and will be performed under a contract augment. One DPR 523 form series set will be prepared for the park. If agency comments require additional research, site visits, or meetings/conference calls, Michael Baker will work with the City on an appropriate cost augment to provide additional iterations of the report.

Greenhouse Gas Emissions/Energy

Michael Baker will review relevant land use data and will prepare an inventory of the greenhouse gas (GHG) emissions (i.e., nitrous oxide, methane, and carbon dioxide) from both direct (i.e., area and mobile sources) and indirect sources (i.e., energy/water consumption and wastewater/solid waste generation). In addition, total GHG emissions from construction activities will be amortized into the GHG emissions inventory. Reductions from recently adopted programs and regulations will be included, such as improvements in fuel efficiency, state building code energy efficiency, and water efficiency. For environmental review purposes, the City uses a screening threshold of 500 annual metric tons of carbon dioxide equivalents (MTCO_{2e}) based on the City's 2021 *Climate Action Plan* (CAP). Projects generating less than 500 MTCO_{2e} annually are not considered individually or cumulatively significant with respect to impact on climate change. If the project would generate more than 500 MTCO_{2e} annually, the CAP Consistency Checklist will need to be completed to show project consistency with the CAP. In addition, the analysis will review project consistency with applicable plans for the purpose of reducing GHG emissions, such as the California Air Resources Board 2022 *Climate Change Scoping Plan*, the San Diego Association of Governments 2021 *Regional Plan*, the City's General Plan, and the CAP. Mitigation measures will be identified and incorporated, as necessary, to reduce potentially significant GHG impacts of the proposed project.

Michael Baker will analyze the energy implications of the project pursuant to Public Resources Code Section 21100(b)(3) and Appendices F and G of the CEQA Guidelines. These statutes and guidelines require a project to describe, where relevant, the wasteful, inefficient, and unnecessary consumption of energy caused by a project. In addition, Appendix G of the CEQA Guidelines requires a consistency analysis with state or local plans for renewable energy or energy efficiency. The analysis will quantify energy consumption associated with short-term construction activities, long-term operations, any buildings, and transportation based on the project's land use data. The analysis will also qualitatively discuss the effects of the project on regional and local energy supply, demand, and resources, and the project's consistency with energy standards and requirements.

Hydrology/Storm Water Technical Memorandum

Michael Baker will evaluate hydrology/drainage effects of the proposed project, based on the concept design improvements from the Draft *El Caballo Park Master Plan Report* (2014). The evaluation will build upon the drainage concepts outlined in the 2014 report and will qualitatively discuss run-on from upstream tributaries to support design of new on-site conveyance channels that prevent commingle with project site runoff. The evaluation will also include consideration of the improvements proposed for Escondido Creek to change the creek from its current state (concrete channel) to a soft-bottom channel with vegetative plantings and potential effects on hydrology/drainage. The evaluation will serve, in part, as the baseline for any future correspondence with the City of Escondido Floodplain Manager, given that the existing main channel through the site is currently mapped by the Federal Emergency Management Agency (FEMA) as a special flood hazard area (Zone A, no base flood elevations determined).

Additionally, as indicated in the Master Plan, the project is expected to produce pollutants which may include sediment, nutrients, heavy metals, organic compounds, trash and debris, bacteria and viruses, pesticides, and other substances. Michael Baker will consider the concept design improvements documented in the *Draft El Caballo Park Master Plan* (2014) in qualitatively evaluating potential project effects on storm water quality in support of the CEQA document. Potential best management practices (BMPs) and low-impact development strategies will be identified with consideration for RWQCB Order No. R9-2013-0001, as amended by Order Nos. R9-2015-001 and R9-2015-0100, NPDES No. CAS0109266, and the City of Escondido's *Storm Water Design Manual*. The storm water evaluation will build upon the BMP concepts outlined in the 2014 Master Plan and will make recommendations as to how they may be refined, as required, to bring the project in compliance with current storm water requirements for priority development projects. Additionally, mitigation measures may be recommended beyond standard regulatory compliance measures described in the Master Plan to ensure that potential water quality impacts (i.e., such as those related to animal waste) remain less than significant.

Michael Baker will prepare a Hydrology/Storm Water Technical Memorandum to incorporate the evaluations identified above. If it is determined by the City that more detailed, formal technical studies are required, Michael Baker can prepare such studies upon request; refer to the Hydrology/Water Quality section.

Noise**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. Based on our preliminary reconnaissance survey of the project site and surroundings, it is anticipated that vehicles traveling along Valley Parkway/Valley Center Road are the predominant noise generator in the project area. Michael Baker will utilize available noise data from the City's General Plan EIR and other recent area studies in evaluating existing conditions; this scope of work does not include conducting on-site noise level measurements. It is

anticipated that area sensitive receptors to be considered may include the existing Community Church and Preschool to the northeast and residential uses to the south/southeast (Eureka Estates).

Construction-Related Noise

Construction noise impacts will be evaluated in terms of maximum levels (L_{max}) and hourly equivalent continuous noise levels (L_{eq}) and the frequency of occurrence at nearby sensitive receptor locations. Analysis requirements will be based on the sensitivity of the area, anticipated construction activities, and Noise Ordinance specifications.

Operational Noise

The project-generated off-site traffic noise levels will be compared to the applicable Noise Ordinance specifications and/or land use compatibility criteria for off-site uses with consideration for area sensitive receptors. On-site noise-generating activities, such as use by the Charros de Escondido and associated charreada events, other spectator or amphitheater events, increased equestrian activity, outdoor education, or public/private events held at the new community hall, as well as potential noise increases caused by activities associated with the expanded vehicular and equestrian trailer parking, may be considered for potential impacts on adjacent uses and assessed against the Noise Ordinance specifications. Compliance with applicable noise standards will be evaluated, with recommended mitigation measures included where appropriate.

Transportation/Traffic

Michael Baker will prepare a Transportation Memorandum to assess vehicle miles traveled (VMT) associated with the proposed project. The analysis will be prepared consistent with the *City of Escondido's Transportation Impact Analysis Guidelines* (City Guidelines). Michael Baker will calculate the expected number of vehicle trips to be generated by the project using SANDAG's (*Not So*) *Brief Guide of Vehicle Traffic Generation Rates for the San Diego Region and ITE Trip Generation Manual* (Institute of Transportation Engineers, 11th edition) as needed. A trip generation will be developed to estimate daily AM peak hour and PM peak hour site trips and will be documented in the Transportation Memorandum.

Michael Baker will prepare a VMT screening analysis to determine if the project can be screened out from the requirement to prepare a detailed VMT analysis based on the CEQA VMT Screening Criteria outlined in Section 3.3 of the City Guidelines. The trip generation estimate of daily trips will be utilized in this analysis. The screening exercise will be conducted to evaluate if the project can be determined to have a less-than-significant impact or if a full VMT assessment with VMT calculation will be required. Based on an initial analysis, it appears that the site will screen out since the project is considered a local-serving public facility; however, an in-depth trip generation and screening analysis is required to confirm.

SUMMARY

Task 3: Preparation of Draft Initial Study/Mitigated Negative Declaration & Public Review

3.1 Screencheck IS/MND

Michael Baker will prepare a screencheck draft IS/MND that includes the analyses, findings, and mitigation measures from the technical studies completed under Task 2, as well as responses to the remaining CEQA thresholds of the Initial Study checklist (aesthetics, hazards, and hazardous materials, land use and planning, public services, recreation, utilities and service systems, and wildfire, among others). Based on our review of the information provided and in-house research to date, Michael Baker anticipates the CEQA document can conclude that all impacts can be reduced to less than significant through project design or via implementation of reasonable mitigation measures.

3.2 Administrative Draft IS/MND

Michael Baker will respond to one consolidated set of City comments on the screencheck IS/MND. The administrative draft of the document will be submitted to the City for review.

3.3 Proofcheck IS/MND

Upon receipt of City comments on the administrative draft IS/MND, Michael Baker will make any needed revisions. Michael Baker will prepare a proofcheck draft IS/MND for final City review, reproduction, and distribution.

3.4 Notice of Intent to Adopt a Mitigated Negative Declaration

Michael Baker will complete a draft Notice of Intent (NOI) to Adopt a Mitigated Negative Declaration along with a draft distribution list of recipients for City review. Michael Baker will file the NOI with the San Diego County Clerk (filing fees are not included in this cost estimate) and with the State Clearinghouse (upon City authorization). This scope of work assumes that the City will publish the NOI in a local newspaper and will post the document on the City's website.

Task 4: Final IS/MND

4.1 Responses to Comments

Michael Baker will work with City staff, as needed, to outline responses to comment letters received during the 30-day public review period and will prepare an administrative draft of the responses for review. Michael Baker will respond to two sets of consolidated City comments on the draft responses prior to finalizing. This cost estimate assumes that no new technical analysis will be required. Michael Baker will discuss with the City as needed if comment letters received exceed such expectations.

Although not part of this scope of work, Michael Baker offers an in-house team of professional community outreach specialists who routinely conduct community workshops, design charrettes, and scoping meetings to obtain public comment, inspire interest and open discussion, and encourage idea sharing. If desired, Michael Baker can discuss with the City the appropriateness of holding a public meeting and how Michael Baker can assist in such efforts to engage meaningful public comment on the CEQA document, including from key stakeholders.

Michael Baker will further provide support to the City in the noticing process to ensure that adequate awareness of the opportunity to comment on the document is achieved. Limited meeting time (via teleconference and billed on a time-and-materials basis) is included in our scope of work to allow for participation of Michael Baker staff in up to two conversations with key stakeholder groups to engage discussion of specific issues or concerns, upon request of the City.

4.2 Final IS/MND and Mitigation Monitoring & Reporting Program

Michael Baker will draft the Mitigation Monitoring and Reporting Program (MMRP) for review by City staff. Michael Baker will respond to one set of consolidated comments from City staff and will finalize the MMRP for adoption by the City in support of the IS/MND. Michael Baker will prepare the final IS/MND for City review and will respond to one consolidated set of City comments on the document, if applicable. Three hard copies of the final document (including technical studies) and one USB drive will be provided.

4.3 Public Hearings

Michael Baker's Project Principal, Bob Stark, will attend one City of Escondido Planning Commission hearing and one City Council hearing for the project to answer any environmental questions that may arise. As needed, Michael Baker may assist the City with preparation of the staff report prior to City consideration of the project at such hearings.

4.4 Notice of Determination

Upon completion of the City's action on the project, Michael Baker will prepare a draft Notice of Determination. Michael Baker will file the document with the State Clearinghouse (with City authorization) and transmit a receipt of filing to the City. Michael Baker will also file the Notice of Determination with the San Diego County Clerk (County and CDFW document filing fees are not included in this cost estimate).

Task 5: Optional Tasks

5.1 Aquatic Resources Delineation Report

If requested by the City, Michael Baker will perform an aquatic resources jurisdictional delineation to document "waters of the United States" and "waters of the State," including potential jurisdictional wetlands, located on the project site. Prior to the survey, Michael Baker will review relevant information to support the field delineation. In addition, the following information and data will be compiled: flood zone maps, USFWS National Wetlands Inventory Mapper, hydrology/climate information, and watershed data. The field delineation will result in a determination of the following jurisdictional resources:

- U.S. Army Corps of Engineers (USACE) – "waters of the United States" as determined by an ordinary high-water mark, as well as the existence of wetlands as determined by the presence of wetland hydrology, hydrophytic vegetation, and hydric soils, pursuant to the 2008 *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region* (Version 2.0).

SUMMARY

- Regional Water Quality Control Board's (RWQCB) – "waters of the State" as determined by the State Wetland Definition and Procedures for Discharges of Dredged or Fill Material to Waters of the State and Section 13263 of the California Porter-Cologne Water Quality Control Act, as applicable.
- CDFW – "waters of the State" as determined by the presence of a lake, streambed, or associated riparian vegetation pursuant to Section 1600 et seq. of the California Fish and Game Code.

Michael Baker will prepare a report summarizing the information and results obtained during the literature review and field survey. The report will include a description of the aquatic resources investigated and site photographs to illustrate existing conditions. Pursuant to resource agency requirements, the report will include figures to illustrate the extent (acreage and linear feet) of each drainage and/or wetland feature regulated by the USACE, RWQCB, and/or the CDFW. The report will not analyze anticipated project-related impacts, but rather will identify regulatory approvals that may be required prior to implementation of the proposed project. This task excludes the preparation or processing of regulatory permit applications with the USACE, RWQCB, and CDFW.

5.2 Hydrology/Water Quality

Preliminary Hydrology/Drainage Technical Study

If it is determined by City staff that a quantitative analysis is required for the project, Michael Baker will prepare a Preliminary Hydrology/Drainage Technical Study with consideration of the concept design improvements from the *Draft El Caballo Park Master Plan Report* (2014). Hydrologic and hydraulic analyses will be performed in accordance with the City's drainage policies. The study will build upon the drainage concepts outlined in the 2014 report and will include quantitative determinations of run-on from upstream tributaries to support design of new on-site conveyance channels that prevent commingle with project site runoff. Flow depth, velocity, and water surface elevations will be determined through the site using normal depth. The analysis will serve, in part, as the baseline for any future correspondence with the City of Escondido Floodplain Manager, given that the existing main channel through the site is currently mapped by the Federal Emergency Management Agency (FEMA) as a special flood hazard area (Zone A, no base flood elevations determined).

It is understood the existing main channel will be kept in its original condition to the maximum extent. New on-site drainage culverts along the main channel are anticipated to support the proposed fire access road. The study will consider alternative concept designs for the safe and effective conveyance of runoff at this location and throughout the park.

The study will evaluate the Escondido Creek conveyance capacity along the project frontage using existing and proposed cross-sections from the 2014 report and the existing longitudinal slope. The analysis will be based on theoretical flow rates and will examine a variety of channel roughness that may be achieved through new soft-bottom and vegetation establishment and the associated impact on flow conveyance. This scope of work excludes development of a Conditional Letter of Map Revision/Letter of Map Revision, correspondence with the Federal Emergency Management Agency related to

floodplain mapping and concept design, and/or hydrologic analysis of the total area tributary to Escondido Creek at the project frontage. Capacity analyses will be based on cross-section area, channel roughness, and longitudinal slope. Normal depth will be used to determine flow depth, velocity, and water surface elevations using readily available contour topography.

Storm Water Quality Management Plan

If it is determined by City staff that a Priority Development Project Master Storm Water Quality Management Plan (SWQMP) is required, Michael Baker will prepare the study with consideration of the concept design improvements documented in the *Draft El Caballo Park Master Plan* (2014). The current City of Escondido SWQMP template (October 2022) will be used. Best management practices (BMPs) and low-impact development strategies will be implemented in accordance with RWQCB Order No. R9-2013-0001, as amended by Order Nos. R9-2015-001 and R9-2015-0100, NPDES No. CAS0109266, and as outlined in the City of Escondido's *Storm Water Design Manual* (October 2022). The SWQMP will build upon the BMP concepts outlined in the 2014 report and refine them as required to bring the project in compliance with current storm water requirements for priority development projects.

The project is understood to be exempt from hydromodification mitigation based on direct discharge to an exempt water body. Escondido Creek is exempt from hydromodification mitigation as documented in the 2018 *Carlsbad Water Quality Improvement Plan*. However, subject to further review and interpretation by City staff, hydromodification mitigation may be considered applicable based on a small stretch of unlined channel between the project site and Escondido Creek. As such, the SWQMP will also include BMP sizing under the assumption the project is not exempt as an added resource for overall concept design. This scope of work assumes the RWQCB Order No. R9-2009-0009 documented as the governing design document in the *Draft El Caballo Park Master Plan Report* no longer applies and assumes that hydromodification mitigation BMP sizing is included in the SWQMP for reference only and not incorporated into the concept BMP design.


5.3 Transportation Operations Analysis

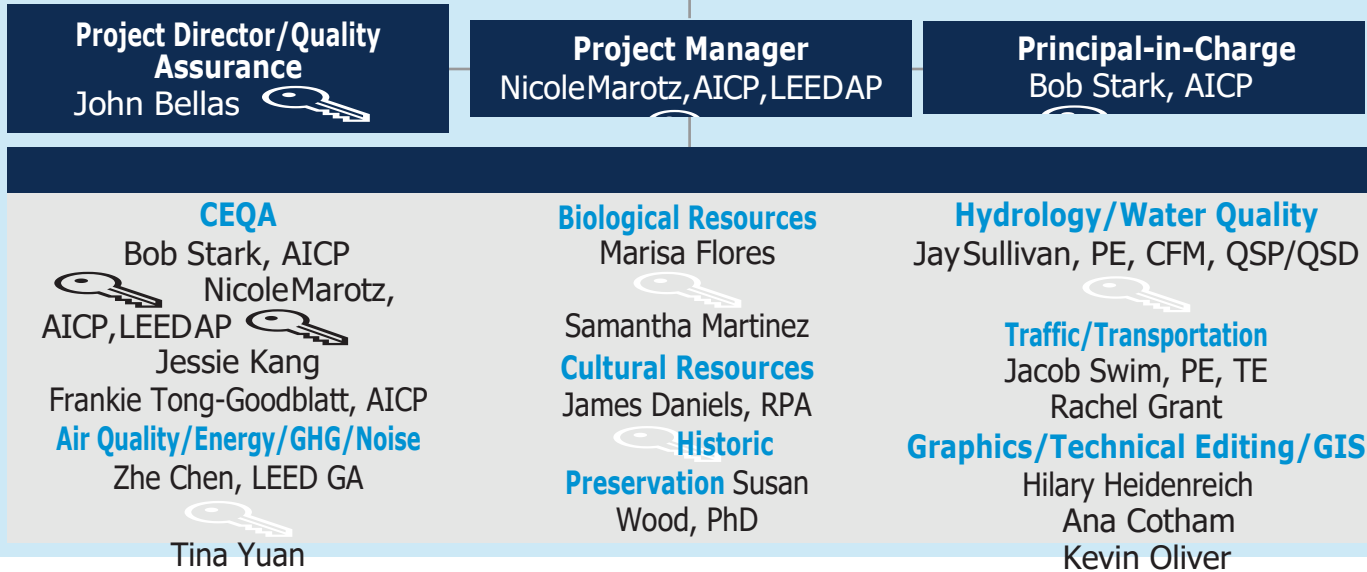
A Local Mobility Analysis is not required if a project meets the CEQA VMT screening criteria outlined in Section 3.3 of the City of Escondido's *Transportation Impact Analysis Guidelines*. Based on Michael Baker's initial assessment of the project, a Local Mobility Analysis is not required for the proposed project. However, due to the unique nature of this project, a transportation operations analysis may be beneficial to City staff to better understand the Existing Plus Project conditions. Michael Baker would analyze up to three study intersections near the project: specifically, Beven Drive and Valley Parkway, Beven Drive and Wohlford Drive, and Beven Drive and Burnet Drive. Existing and Existing Plus Project conditions during a weekday and weekend would be analyzed at these locations. Michael Baker will document the findings of the analysis in a Transportation Memorandum for review by City staff. This scope of work does not include the identification of mitigation measures or any roadway improvement cost estimations.

PROPOSED PROJECT TEAM

Project Team Organization Chart

Project Principal, Bob Stark, will provide contract oversight and support, ensuring the Michael Baker team has the resources it needs to serve the City successfully and effectively. Project Director, John Bellas, will guide and oversee preparation of all deliverables. Project Manager, Nicole Marotz, will serve as the key point of contact for the City and will coordinate the preparation of all deliverables. All team members identified shall not be removed from the project without prior City approval. Likewise, no new team members shall perform work without prior City approval. Michael Baker's team members are trained, experienced, and competent CEQA professionals with the capability to perform the scope of services proposed in this proposal.

Key Personnel 



Proposed Team



Bob Stark, AICP | Principal-in-Charge/Contract Manager
 ✓ 11 Years with Michael Baker ✓ 26 Years Experience ✓ AICP 17175

Bob Stark has 26 years of experience in the preparation and management of environmental review documents pursuant to CEQA. His expertise in guiding high profile and controversial projects through the rigors of state and federal environmental review and permitting processes has made him a valued advisor to public agencies throughout California. His broad base of knowledge ranges from air quality, noise, and traffic analysis to habitat restoration and climate change. Bob is a member of the American Institute of Certified Planners (AICP) and a highly regarded instructor of professional-level seminars and continuing education courses on the topics of CEQA and environmental impact assessment. Bob is thoroughly versed in City of Escondido environmental policy and regulation, having managed preparation of the EIR for the high-profile Harvest Hills Specific Plan & Citywide Sphere-of-Influence Update EIR project (formerly Safari Highlands Ranch). Bob also brings demonstrated experience managing CEQA documents for park and recreation projects in southern California, including the South Lake Park Master Plan in San Marcos and Venice Beach Damson Oil Facility Skate Park and Bellevue Recreation Center Improvements projects in Los Angeles, among others.

- **Harvest Hills Specific Plan & Citywide Sphere-of-Influence Update EIR | City of Escondido | Project Manager** | Managed a comprehensive EIR for a proposed residential subdivision to be annexed to the City of Escondido. The Harvest Hills project proposed 550 single family residential units along with new public and private parks and open space, a new City fire station, a community center, and on-site sewage treatment plant and a system of new private and public streets on 1,098 acres.
- **South Lake Park Master Plan | City of San Marcos | Project Manager** | Michael Baker provided CEQA and regulatory permitting services in support of recreational improvements at South Lake in the City of San Marcos. The City endeavored to implement a parking and picnic area along with a fishing pier at the lake. These improvements constituted a portion of a larger recreation master plan for the lake. Michael Baker analyzed the potential environmental impacts of the proposed improvements and compared them to impacts previously disclosed in a 2009 CEQA document for the entire master plan.
- **Bellevue Recreation Center Improvements | City of Los Angeles Department of Recreation & Parks | Project Manager** | Directed the preparation of an EIR for a controversial park improvement project in the Silver Lake community. The project entailed introducing sports field lighting to allow neighborhood children a venue for little league and soccer games during winter months. The EIR focused heavily on providing thorough and complex modeling of both light and noise effects from the

project to ensure all impacts were accurately disclosed.

PROPOSED PROJECT TEAM



John Bellas | Project Director/Quality Assurance

✓ 10 Years with Michael Baker ✓ 25 Years Experience

John is a recognized expert in the environmental planning field in Southern California with 25 years of experience. He has managed the preparation of numerous CEQA documents for a wide range of projects, including parks and recreational facilities, land development/entitlement projects, land use plans/programs, and capital improvement projects. John brings to the team extensive insight and experience directly managing and preparing CEQA documents for park, recreational facilities, and athletic field projects. A few examples include the Via Princessa Park IS/MND, Canyon Country Community Center & Park Project IS/MND, and Blue Cloud Bike Park IS/MND, as well as environmental documents for the West Creek Park Inclusive Play Area Project, Valencia Glen Park Rehabilitation, and Old Orchard Park Rehabilitation, all located within the City of Santa Clarita.

- **Peter Weber Equestrian Center IS/MND | City of Rolling Hills Estates | Project Manager** | Responsible for the preparation of an IS/MND. The project consisted of various improvements to the city's municipal stables, including replacing the existing barns, replacing, and relocating the caretaker's unit, and improving/installing accessory facilities. In addition, a portion of the Equestrian Center lies atop a former landfill and as such, the project also included hazards/safety improvements, including replacing the existing underground methane membranes.
- **Hahamongna Watershed Park Annex/ Arroyo Seco Equestrian Center | City of Pasadena | Project Manager** | Responsible for assisting in the management of the preparation of the NEPA, CEQA, and National Historic Preservation Act (NHPA) documentation for the Lower Arroyo Trailhead and Sunset Overlook projects.
- **Via Princessa Park | City of Santa Clarita | Project Director** | John directed the preparation of an IS/MND for the proposed Via Princessa Park project. The Project proposes to construct and operate a 34-acre active- and passive-use park along the southern bank of the Santa Clara River. The proposed park would include athletic fields with sports field lighting, habitat restoration, pickleball courts (also with lighting), playground equipment and other recreational facilities, such as walking paths, shade structures, picnic areas, public art, and education and monumentation signage.
- **Canyon Country Community Center & Park Project IS/MND | City of Santa Clarita | Project Director** | John directed the preparation of an IS/MND for the proposed Canyon Country Community Center project. The project involved the demolition of three commercial buildings and construction of an approximately 24,000-square-foot community center and various park improvements, including open play areas, water features, an outdoor market/Mercado, an event stage, parking, off-site street improvements, and a regional storm water infiltration system.
- **George F. Canyon Nature Center | City of Rolling Hills Estates | Project Director** | John oversaw the creation of the IS/MND for a proposed Nature Center Community facility. The project entails a 1,750 sq. ft. Nature Center/Community Room with a viewing deck, a 1,000 sq. ft. outdoor classroom with a photovoltaic shade canopy, storage, boardwalk, canyon overlook, privacy screen, community-preferred fencing, gate, and associated parking.



Nicole Marotz, AICP, LEED AP | Project Manager

✓ 20 Years with Michael Baker ✓ 26 Years Experience ✓ AICP 127424

Nicole Marotz has 26 years of experience preparing CEQA documents for a wide array of private development and public works projects. Nicole directly assists Bob Stark in the daily management and preparation of environmental studies, including oversight of technical staff, and coordination with City staff and project applicant teams. Nicole offers unique in-depth familiarity and experience with the City of Escondido's processes and requirements for environmental- and planning-related documents, having personally assisted in the preparation and management of the Harvest Hills Specific Plan & Citywide Sphere-of-Influence Update EIR project (formerly Safari Highlands Ranch), along with other documents for high-profile projects on behalf of other agencies and private applicants throughout San Diego County. Nicole also brings with her specific experience preparing CEQA documents for development projects with equestrian elements, as well as for new and enhanced athletic facilities and spectator components, and has also prepared vector control plans for equestrian-related uses in San Diego County.

- **Harvest Hills Specific Plan & Citywide Sphere-of-Influence Update EIR | City of Escondido | Senior Environmental Planner** | Michael Baker assisted the City in preparing an EIR for a proposed residential subdivision to be annexed into the City of Escondido. The Harvest Hills project proposed 550 single family residential units along with new public and private parks and open space, a new City fire station, a community center, and on-site sewage treatment plant and a system of new private and public streets on 1,098 acres of vacant land east of Rancho San Pasqual, northeast of the Rancho Vistamonte Community and just north of the San Diego Zoo Safari Park in unincorporated San Diego County. Key issues analyzed included aesthetics/visual resources, air quality/greenhouse gas emissions, biological and cultural resources, hydrology/water quality, transportation, utilities/public services, and wildfire/public safety.
- **Star Ranch EIR | City of Campo | Senior Environmental Planner** | Responsible for preparation of an EIR for the Star Ranch Specific Plan project. The project proposed future development of approximately 2,160 acres of land for 455 residential lots at varying densities; 13.5 acres of commercial use to enhance the Cameron Corners area; 140 acres of recreational uses (public park, neighborhood parks, and a public/private trail system with equestrian use); over 1,000 acres of ranch/agricultural open space; 637 acres of biological open space; a wastewater treatment plant; and other infrastructure improvements. Key issues analyzed in the EIR included visual, biological, and cultural resources; air quality/GHG emissions; groundwater; emergency services, wildfire hazards; water/sewer availability; and traffic/transportation.
- **Peaceful Valley Ranch EIR | San Diego County | Environmental Planner** | Responsible for preparation of an EIR for an estate residential development, with equestrian elements, on approximately 181 acres. The Tentative Map was prepared to subdivide the property for development of 52 residential lots, equestrian training facilities, and a polo field. The project reserved one lot for the future development of a fire station for the San Diego County Rural Fire Protection District. Key issues addressed were traffic, loss of agricultural land, biological resources, groundwater, cultural resources, noise, and air quality.

PROPOSED PROJECT TEAM



James Daniels, RPA | Cultural Resources & Tribal Consultations

✓ 1 Year with Michael Baker ✓ 17 Years Experience ✓ RPA 52140

James has 17 years of experience providing clients with cultural resource management services, including archaeological surveys, evaluations of historic and prehistoric sites for listing in the California and National Registers, site mitigation data recoveries, mitigation monitoring, preparation of archaeological resource management reports and cultural resource technical reports, Native American tribal consultation support for AB 52 and Senate Bill 18, coordination for Native American monitoring, Section 106 requirements, and US Army Corps of Engineers 404 permitting. James has coordinated with tribes in San Diego County for numerous projects and, as a result, has developed an amicable and professional rapport with the San Pasqual Band of Mission Indians, San Luis Rey Band of Luiseño Indians, Jamul Indian Village, Rincon Band of Luiseño Indians, and Viejas Band of Kumeyaay Indians.

- **Chick-fil-A Escondido | City of Escondido | Senior Archaeologist** | Conducted a Cultural Resources technical study for the proposed new Chick-fil-A development at the corner of West 13th Avenue and Centre City Parkway in Escondido, CA. Conducted a records search at the South Coastal Information Center, a Native American Heritage Commission Sacred Lands File search, outreach to the local historical society, an archaeological and built environment pedestrian survey of the project area and co-authored the technical report.
- **East Village Green Redevelopment Phase I | Civic San Diego | Senior Archaeologist** | Responsible for coordinating archaeological and Native American compliance monitoring for the project located in the neighborhood of East Village in the City of San Diego. Conducted limited data recoveries on historic archaeological features associated with structures once extant during the late 19th and early 20th centuries and encountered during the monitoring effort, also contributed to the technical report. Michael Baker provided engineering services to satisfy historic resources measures for the redevelopment of an urban area into a two-acre community park in the East Village neighborhood. For the project, Civic San Diego had to comply with mitigation measures contained in the Final EIR Mitigation Monitoring and Reporting Program for the Downtown Community Plan (FEIR), as well as condition 8 of the Centre City Site Development Permit. Michael Baker prepared the cultural and paleontological resource identification study to partially satisfy the requirements of the FEIR and condition 8.
- **Environmental Consulting Services | City of Whittier | Senior Archaeologist** | As the Principal Investigator, responsibilities included conducting a cultural resources identification study for CEQA including a records search with the South-Central Coastal Information Center, a Native American Heritage Commission Sacred Lands File search, a pedestrian survey of proposed project area, an evaluation for Parnell Park for the California Register, and an archaeological sensitivity analysis. Co-authored the resulting technical report.



Zhe Chen, LEED GA | Air Quality, Noise, Greenhouse Gas Emissions & Climate Action Plan Consistency

✓ 3 Years with Michael Baker ✓ 8 Years Experience ✓ LEED GA

Zhe Chen is a senior environmental technical specialist with eight years of experience. Leveraging her educational background in science and engineering, Zhe is a technical expert in CEQA evaluations pertaining to air quality, greenhouse gas emissions, energy conservation, and noise. She has mastery of all common modeling tools used in these analyses, including California Emissions Estimator Model (CalEEMod), the AERMOD Atmospheric Dispersion Modeling System, the Federal Highway Administration Traffic Noise Model (TNM), and others.

- **Parnell Park Renovation Project IS/MND | City of Whittier | Senior Air Quality and Noise Specialist** | Michael Baker is preparing an Initial Study/Mitigated Negative Declaration for the project. The project proposes renovating the existing Parnell Park. Project improvements would include the construction of new sports fields and an ADA-compliant playground with a splash pad, updated restrooms, new fitness equipment, picnic pavilions and lawns, upgraded pedestrian paths, lighting, and landscaping and irrigation improvements.
- **Long Beach Master Plan Update EIR | California State University | Technical Specialist** | Led the preparation of air quality, greenhouse gas, energy, and noise EIR sections. Michael Baker is assisting the California State University, Long Beach with preparing an EIR for the Master Plan Update. The Master Plan Update is a long-range planning document that will guide physical development on the CSULB campus through the horizon year 2035. The Master Plan Update addresses CSULB's current and future needs, focusing less on physical growth and more on optimizing the existing physical assets of the campus. The Master Plan Update also identifies priority projects to be implemented in the near term.
- **Chick-fil-A West 13th & Centre City Project IS/MND | City of Escondido | Project Manager** | Michael Baker is preparing an Initial Study/Mitigated Negative Declaration for the project. The project proposes demolishing the existing DiCicco's Restaurant and Cork and Knife Wine Bar building and surface parking lot and construct a new Chick-fil-A restaurant with a dual lane drive-thru, associated surface parking, and landscaping improvements. The new Chick-fil-A restaurant would be a 4,890 square-foot (gross area), one-story building (up to 23 feet in height). The restaurant would have indoor and outdoor dining areas (90 indoor seats and 40 outdoor seats), kitchen area, and service area.
- **Tumbleweed Energy Storage Project Technical Studies | Kern County | Project Manager and Senior Air Quality and Noise Specialist** | Michael Baker provided environmental services for the preparation of Air Quality, Health Risk Assessment, Greenhouse Gases, Energy, and Noise and Vibration technical studies for the project. The project would construct a 125 megawatt (MW) battery energy storage system (BESS), a 2 MW photovoltaic (PV) electric generating solar facility, a new one-mile overhead gen-tie line to the Desert Flower Substation located at the southwest corner of Holiday Avenue and 110th Street West. The project provides an electric energy storage service by receiving energy (charging), storing it, and later delivering the same energy (i.e., transmission) from and to the point of interconnection at the existing Southern California Edison (SCE)-owned Whirlwind Substation.

PROPOSED PROJECT TEAM



Marisa Flores | Senior Biologist

✓ 1 Year with Michael Baker ✓ 19 Years Experience

Marisa Flores is a senior biologist with 19 years of experience working on a variety of natural resource projects, with extensive experience with linear infrastructure projects. She specializes in preparation of Natural Environment Study reports for the California Department of Transportation, and preparation biological documentation for National Environment Policy Act (NEPA) documents. Marisa independently performs constraint-level biological surveys for natural resources, conducts habitat assessments for Southern California sensitive plant and animal species and focused surveys for burrowing owl and least Bell's vireo. Marisa has broad knowledge of the common plant and wildlife species throughout southern California. Marisa has also performed delineations for federal and State jurisdictional waters and is a CRAM practitioner. Marisa also prepares constraint analyses, biotechnical reports, due diligence reports, jurisdictional delineation reports, and Biological Assessments for Section 7 consultation under the Federal Endangered Species Act (FESA). She has prepared Worker Environmental Awareness Training and trained County staff on implementation of the Western Riverside County MSHCP.

- **Alexan Brotherton Road Development, Tramwell Crow Residential** | Escondido, CA | **Biological Resources Technical Manager** | Marisa was the senior biologist and lead author for the Biological Resources letter report.
- **4 Ida Avenue, Brian Church Architecture** | Solana Beach, CA | **Resources Technical Manager** | Marisa conducted a site assessment and third-party peer review of the biological report for the project site. During the third-party review, she identified any deficiencies in the biological report and provided the City with recommendations report revision to ensure the project is compliant with CEQA.
- **Marx Remodel Project** | City of Solana Beach | **Biological Resources Technical Manager** | Marisa conducted a site assessment and third-party peer review of the biological report for the project site. During the third-party review, she identified any deficiencies in the biological report and provided the City with recommendations for report revision to ensure the project is compliant with CEQA.
- **Metropolitan Airpark Project** | City of San Diego Airports Division | **Biological Resources Technical Manager** | Reviewed permit applications and Mitigation Monitoring and Reporting Program (MMRP) for requirements to implement during life of the project. Marisa coordinated with the onsite restoration monitors to ensure all program requirements are being fulfilled.
- **Frederick's Ridge Development Project** | Highpoint Communities | **Senior Biologist** | Marisa prepared the Biological Technical report and Western Riverside County MSHCP Consistency Analysis necessary for MSHCP Joint Project Review with the Riverside County Resource Conservation Authority, U.S. Fish and Wildlife Service, and California Department of Fish and Wildlife.
- **Sunset Crossing Tentative Tract Map 38443** | City of Moreno Valley | **Senior Biologist** | Marisa prepared the Biological Technical report and Western Riverside County MSHCP Consistency Analysis necessary for MSHCP reviews with U.S. Fish and Wildlife Service and California Department of Fish and Wildlife.



Jay Sullivan, PE, CFM, QSP/QSD | Hydrology/Water Quality

✓ 18 Years with Michael Baker ✓ 20 Years Experience ✓ CAPE 77445 ✓ CACFM 13-07186 ✓ QSP/QSD 20571

Jay is a stormwater and land development engineer with local experience in design & permitting and a focus in regional, state, and federal stormwater compliance. He has returned to Michael Baker after spending time as a Project Manager, Land Development with Stormwater Focus for Delane Engineering, Inc. in San Diego. Before that, he was a Land Development Project Manager and a Stormwater Project Engineer for Michael Baker's San Diego office. Jay has served on a variety of projects revolving around flood control and water quality. He has specific expertise in hydrologic and hydraulic analysis and design, flood plain mapping, stormwater infrastructure inspections, and BMP monitoring and implementation. Jay has also prepared numerous reports, including Drainage Studies, Water Quality Technical Reports, Stormwater Quality Management Plans, Sediment and Erosion Control Plans, and Stormwater Pollution Prevention Plans.

- **Sweetwater Place** | San Diego County | **Project Manager** | This project included re-development of an existing nursery to generate 122 new condo units along with a 1-acre public park. Site design, stormwater compliance, and utility coordination was required to permit construction of the new residential units.
- **Walker Trails** | City of Santee | **Project Manager** | Civil design and support of a 12-acre, 67 single family home development with a 1-acre public park. Off-site improvements included a new public road and a new traffic signal along Magnolia Avenue. Agency coordination included Padre Dam Municipal Water District and CLOMR/LOMR-F approval with FEMA.
- **Woodside Avenue Channel Improvements** | San Diego County | **Engineer** | Provided hydraulic modeling and design and channel flow analysis for the project, which included benefit-cost analysis, hydraulic modeling, and development of design plans, specifications, and cost opinion for improvements for improvements to the Woodside Avenue Channel located in Lakeside, CA. Responsible for retrofit design of an existing water quality basin.
- **Central Avenue Channel Improvements** | San Diego County | **Engineer** | Provided hydraulic modeling and design and channel flow analysis for the project, which included benefit-cost analysis, hydraulic modeling, and development of design plans, specifications, and cost opinion for improvements to the Central Avenue Channel. The scope also involved assisting the County of San Diego DPW prepare a full application for Flood Hazard Mitigation Grant (FHMG) funding for the Central Avenue project.
- **Drainage Facilities Master Plan Updates SDA 2 and SDA 9** | San Diego County | **Engineer** | Provided field inspection, basin delineation, hydrologic and hydraulic analysis, and field work coordination for drainage facility master plans updates for two Special Drainage Areas: SDA 2 (Valle De Oro) and SDA 9 (San Dieguito). The master plans were updated to reflect significant new residential and commercial development, which have altered runoff volumes and drainage paths. The work effort involves field verification of existing drainage facilities; hydrologic and hydraulic modeling of approximately 50 sq. m. of watershed; GIS-based drainage deficiency analysis; capital improvement program development and prioritization; and a storm water quality management master plan.



We Make a Difference

Qualifications

Michael Baker International

Michael Baker was established in 1940, providing 84 years of client-focused services. Supported by more than 3,000 employees in nearly 100 locations across the United States, Michael Baker provides a full continuum of engineering and consulting services, including environmental planning, including the preparation of environmental documentation in compliance with the requirements of CEQA; regulatory permitting; community planning; park planning; land use planning; habitat mitigation and restoration design; urban design; landscape architecture; transportation engineering; traffic; civil engineering; stormwater management, water quality design, and permitting; public outreach; surveying and mapping; geographic information systems (GIS); and construction monitoring and management services.

Our clients include U.S. federal, state and municipal governments and a wide range of commercial clients. We have 11 California offices including our submitting office in San Diego. This office often acts as a unit with neighboring offices, teaming up on projects and sharing workspaces, staff, and social events. Michael Baker stands ready to demonstrate our planning expertise, staff resources, and capability to perform services for the City upon acceptance of this proposal.

Michael Baker has prepared numerous EIRs, IS/MNDs, and categorical exemptions pursuant to CEQA for many municipal clients in Southern California, including the City of Escondido. Our experience as an environmental consultant to hundreds of public agencies throughout California has given us exceptional environmental planning qualifications and a broad range of problem-solving abilities. Our in-house experts understand legal issues, best practices, and special considerations to develop innovative, appropriate, and defensible solutions.

At a local level, Michael Baker has selected an in-house team of specialists to assist the City with preparation of the required CEQA documentation for the proposed project, including CEQA generalists, biologists, cultural/historical resources specialists, air quality, greenhouse gas, and noise specialists, hydrology and water quality experts, and transportation and circulation specialists. The local CEQA management team will be led by Principal-in-Charge Bob Stark, who is authorized to negotiate contract conditions with the City. Mr. Stark will be joined by John Bellas, Project Director, and Nicole Marotz, Project Manager, to further enhance Michael Baker's relevant expertise. A list of qualifications and experience for each person who will work on the project is included in the Proposed Project Team section, of this proposal.

CONTACT INFORMATION

Bob Stark is authorized to negotiate contract conditions for this project.

Bob Stark, AICP
Project Principal
858.527.7829
bstark@mbakerintl.com

Nicole Marotz, AICP, LEED AP
Project Manager
619.602.9314
nmarotz@mbakerintl.com
Key Point of Contact

OFFICE LOCATION

9635 Granite Ridge Dr Ste 300
San Diego, CA 92123

11

CA Offices

(No. of Employees)

- Carlsbad (48)
- Long Beach (39)
- Los Angeles (12)
- Oakland (2)
- Ontario (61)
- Palm Desert (26)
- Rancho Cordova (28)
- San Diego (113)
- Santa Ana (219)
- Temecula (35)
- Walnut Creek (11)



MICHAEL BAKER RESOURCES

FOUNDED IN

1940

Form of the Organization
Pennsylvania C Corporation



557

LOCAL
STAFF

594

PROFESSIONALS
IN CALIFORNIA

QUALIFICATIONS & EXPERIENCE

Experience

Professional & Timely Management Approach

Our project managers and technical experts subscribe to a philosophy that is rooted in consistent open communication, responsiveness, and high-quality service, always in a professional and timely manner. We place a strong emphasis on a consultant-client partnership based on effective communication and a detailed understanding of the overall goals, providing a clear path to success on each assignment. We will always be available to City staff and quick to respond with a strategy and approach by drawing on our expertise and team of experienced environmental professionals. When developing a strategy, we always seek the most cost-effective and schedule-sensitive approach that provides our clients with the proper level of defensibility. We regularly look beyond the norm to identify innovative and streamlined approaches to complying with environmental and regulatory requirements, asking questions first, learning as much as we can about the project description, then approaching the task appropriately. This eliminates last-minute changes, reinforces open communication early on, and minimizes revisions to scope, budget, or timelines.

Control of the project schedule and project cost is an important element of contract administration. Michael Baker will inform the City as soon as any event occurs that would affect the established budget or project timeline. Michael Baker's adherence to the original scope of work, timeline, and budget is achieved through timely, open/honest, and continuous communication with City staff. We do this by working efficiently in the following ways:

- We establish realistic schedules, in consultation with our clients, that are based on experience with comparable projects, client schedule targets, and recognition of "critical path" tasks that affect the project timeline.
- We apply a variety of tracking tools for timely milestone delivery.
- We use available data to the extent feasible and avoid unnecessary analyses and data collection.
- We produce quality documents that get it right the first time to avoid time-consuming rewrites and revisions.

In short, early identification and resolution of critical issues are imperative to keep a project on track and on schedule. As part of our issue/risk management technique, our project manager will communicate to the City the impacts of any schedule changes necessitated by circumstances outside of our control before or as they occur. Such management techniques result in constant vigilance over schedule and budget performance and open communications, with no surprises.

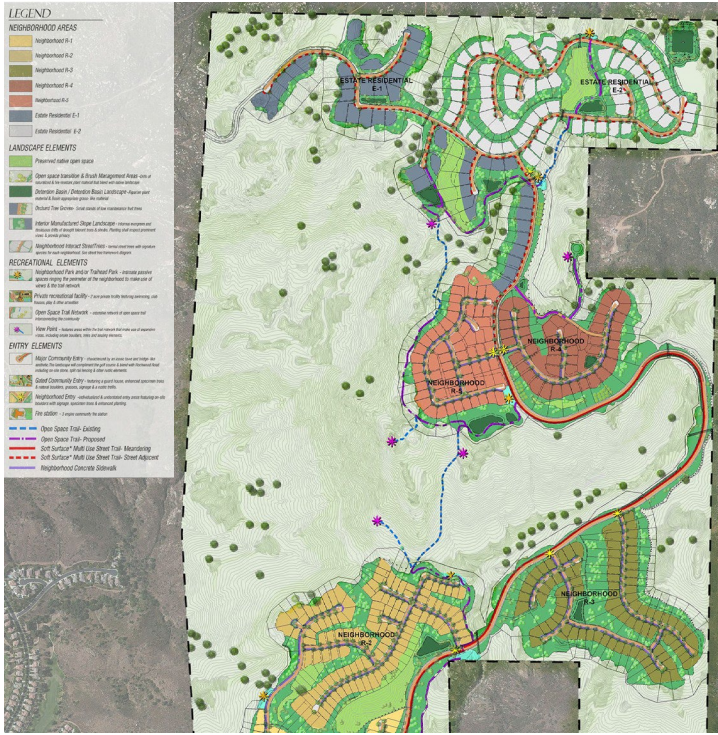
Michael Baker's depth of experience relevant to the El Caballo Park Master Plan Project is well demonstrated in our preparation of documents pursuant to both CEQA and the National Environmental Policy Act (NEPA) for high-profile development projects as well as for park, athletic fields, recreation facilities, school facilities, and other projects in San Diego County and throughout Southern California. Examples of such projects include the following:

Southern California Experience

- Harvest Hills Specific Plan & Citywide Sphere-of-Influence Update EIR, City of Escondido
- South Lake Park Master Plan, City of San Marcos
- Via Princessa Park IS/MND, City of Santa Clarita
- Canyon Country Community Center and Park Project IS/MND, City of Santa Clarita
- Venice Beach Damson Oil Facility Skatepark, City of Los Angeles
- Dignity Health Sports Park EIR, AEG and Dominguez Hills, City of Carson
- Garvanza Skatepark CEQA/NEPA Document, City of Los Angeles
- Blue Cloud Bike Park IS/MND, City of Santa Clarita
- West Creek Park Inclusive Play Area NEPA Document, City of Santa Clarita
- Valencia Glen Park Rehabilitation Project NEPA Document, City of Santa Clarita
- Old Orchard Park Rehabilitation Project NEPA Document, City of Santa Clarita
- George F. Canyon Nature Center Project IS/MND, City of Rolling Hills Estates
- South Pasadena Dog Park IS/MND, City of South Pasadena
- Berkshire Pocket Park Project Class 32 Categorical Exemption, City of South Pasadena
- Grevelia Pocket Park Project Class 32 Categorical Exemption, City of South Pasadena

Further demonstrating our relevant experience, Michael Baker recently prepared the Via Princessa Park IS/MND (City of Santa Clarita) and South Lake Park Master Plan IS/MND (City of San Marcos), both of which involved similar components as the proposed El Caballo Park Master Plan project, including new construction or enhancement of public park facilities; creek and channel improvement and/or restoration, bank protections, and associated permitting; new stormwater infiltration systems; and pedestrian bridge and trail components. Such projects have given Michael Baker a unique familiarity with analyzing such elements pursuant to CEQA and understanding of key issues, potential impacts, and community concerns that may be associated with such development, including potential effects such as increased noise, lighting, or traffic.

Several representative projects are further described below, and references provided for clients who can attest to Michael Baker's capabilities and qualifications that will be critical to successful preparation and processing of the El Caballo Park Master Plan IS/MND. Such characteristics include adequacy and responsiveness in addressing project conditions at a Master Plan level, ability to meet scheduled deadlines, effective community engagement at public meetings, and quality of work. We encourage you to contact our references to learn more about our team's commitment to client service and project success.



Harvest Hills Specific Plan & Citywide Sphere-of-Influence Update EIR

Escondido, CA

Michael Baker assisted the City in preparing an EIR for a proposed residential subdivision on approximately 1,098 acres of vacant land located east of Rancho San Pasqual, northeast of the Rancho Vistamonte Community, and just north of the San Diego Zoo Safari Park in unincorporated San Diego County. The Harvest Hills Specific Plan project (formerly Safari Highlands Ranch) proposed 550 single-family residential units along with a new City fire station; a "Village Core;" a community center with pool, clubhouse, picnic area, and gym; an on-site sewage treatment plant; and a system of new private and public streets. The project also incorporated a series of public and private pocket parks linked to sidewalks and trails, creating a combined recreational and open space and trail system totaling over 13 acres. The EIR also addressed citywide sphere of influence updates that examined new areas within the County that may be added to the City's sphere for potential future annexation and development.

The project involved a specific plan, tentative map, development agreement, update to the City of Escondido's sphere of influence, annexation into the City, and a multi-agency annexation agreement that would reassign the Multiple Species Conservation Plan and incidental take permit from the County of San Diego to the City of Escondido for the property.



Client

City of Escondido, Planning Division
201 North Broadway
Escondido, CA 92025

John Helmer, Project Manager
Consultant to City of Escondido
760.415.2098
jwhelmer4@gmail.com

Team

- Bob Stark
- Nicole Marotz

Key Issues

- Aesthetics/Visual Resources
- Air Quality/Greenhouse Gas Emissions
- Biological & Cultural Resources
- Hydrology/Water Quality
- Land Use & Planning
- Transportation
- Utilities/Public Services
- Wildfire/Public Safety



Via Princessa Park Project IS/MND

Santa Clarita, CA

The project proposes to construct and operate Via Princessa Park on an approximately 34-acre area of City-owned land, which would include athletic fields with sports field lighting, pickleball courts (also with lighting), playground equipment and other recreational facilities, walking paths, shade structures, picnic areas, public art, and education and monumentation signage. Additionally, the project would provide parking, park access, and other amenities and improvements, including a new restroom building with associated utilities, improvements to the existing restroom/office building located in the parking area, and landscaping and irrigation improvements. Other improvements include alterations to the existing Via Princessa Metrolink Station parking lot, potential maintenance-level improvements to the Metrolink Station platform and facilities, and construction of a pedestrian and vehicle (restricted access) railroad undercrossing (including removal of the existing pedestrian crossing).

In addition to recreational improvements, the project would include a new regional stormwater infiltration facility. Other project civil and geotechnical design features include buried bank protection, a storm drain culvert extension under the existing railroad tracks, replacement of an existing storm drain line, restoration of the existing Honby drainage channel, and removal of an existing agricultural well. Additionally, circulation improvements may occur to add a fourth lane to Weyerhaeuser Way and to modify Via Princessa to accommodate a double left-turn lane into and/or out of Weyerhaeuser Way.



Client

City of Santa Clarita, Public Works Department
 23920 Valencia Boulevard, Suite 300
 Santa Clarita, CA 91355

Leslie Frazier
 661.286.4172
 lfrazier@santaclarita.gov

Team

- John Bellas
- Zhe Chen
- James Daniels
- Frankie Tong-Goodblatt
- Jacob Swim
- Rachel Grant
- Hilary Heidenreich
- Ana Cotham

Key Issues

- Biological Resources
- Tribal Cultural Resources
- Hydrology/Stormwater
- Noise



Canyon Country Community Center & Park Project IS/MND

Santa Clarita, CA

Michael Baker prepared an IS/MND for the Canyon Country Community Center project, which included new recreational amenities on approximately 16.5 acres. The project involved demolition of three commercial buildings and construction of an approximately 25,000-square-foot community center and park improvements, including open play areas, water features, an outdoor market/mercado, an event stage, parking, and off-site street improvements. The community center building included spaces such as a multipurpose room, gymnasium, classrooms, catering and teaching kitchen, fitness room, staff offices, a reception lobby, and supporting uses such as restrooms and storage areas. The facility also featured an events garden, group picnic areas, a basketball half-court, and a perimeter trail. A pedestrian bridge was also proposed over Soledad Canyon to facilitate pedestrian movement. Additionally, the project proposed improvements to the Mint Canyon Channel, as well as drainage and landscape improvements, and construction of an underground infiltration system.



Client

City of Santa Clarita
23920 Valencia Boulevard, Suite 140
Santa Clarita, CA 91355

Christina Monde
661.255.4959
cmonde@santa-clarita.com

Team

- John Bellas
- Frankie Tong-Goodblatt

Key Issues

- Air Quality
- Biological Resources
- Tribal Cultural Resources
- Hydrology/Water Quality
- Noise

Schedule

Our proposed schedule below outlines the approach in having the CEQA documentation for the Project completed for adoption in less than eight months. During the kickoff meeting, we will work with the City to update the schedule as necessary, review milestones and expectations for deliverables, and discuss any critical path items and information needs critical to the schedule.

Tasks/Milestones	Duration (Weeks)	Timeline
Task 1: Project Management		
Kickoff Meeting	1	Week 1
Task 2: Document Review/Initial Research		
Document Review/Initial Research	1	Week 1
Draft Project Description/Technical Studies List	1	Week 2
City Review of Project Description/Technical Studies List	1	Week 3
Finalize Project Description	1	Week 4
Prepare/Distribute Required CEQA Notices (AB 52)	2	Weeks 3-4
Prepare Technical Studies	6	Weeks 4-9
City Review of Technical Studies	3	Weeks 10-12
Task 3: Preparation of Draft Initial Study/Mitigated Negative Declaration & Public Review		
Prepare Screencheck Draft IS/MND	5	Weeks 10-14
City Review of Screencheck Draft IS/MND	2	Weeks 15-16
Prepare Proofcheck Administrative Draft IS/MND	1	Week 17
City Review of Proofcheck Administrative Draft IS/MND	1	Week 18
Finalize Draft IS/MND for Publication/Prepare Final Distribution List & CEQA Notices	<1	Week 19
Circulate, Publish, and Distribute Draft IS/MND and CEQA Notices	<1	Week 20
Public Review Period (30 days)	4	Weeks 21-24
Task 4: Final Initial Study/Mitigated Negative Declaration		
Prepare Administrative Draft Responses to Comments	2	Weeks 25-26
City Review of Administrative Draft Responses to Comments	2	Weeks 27-28
Prepare Screencheck Final IS/MND & Mitigation Monitoring & Reporting Program (MMRP)	1	Week 29
City Review of Screencheck Final IS/MND and MMRP	1	Week 30
Prepare Final IS/MND and MMRP	<1	Week 31
Public Hearing to Consider Adoption of Mitigated Negative Declaration	tbd	tbd
File Notice of Determination ¹	<1	Upon Adoption

1 Must be filed with County Clerk within five business days following project approval.

CONFLICT OF INTEREST

No Conflicts

There are no possible conflicts of interest with other clients affected by Michael Baker's actions performed by the firm on behalf of the City.

The diligent execution of Michael Baker's duties on behalf of the City ensures that there are no conceivable conflicts of interest that could adversely impact other clients affected by our actions. The firm, in its unwavering commitment to ethical standards and professional integrity, maintains a steadfast dedication to transparency and fairness in its dealings. Each decision and action taken by Michael Baker is undertaken with a meticulous consideration of its implications on all parties involved, and any potential conflicts are proactively identified and addressed.



ATTACHMENT "B"
Personnel List

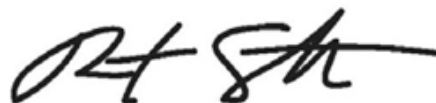
Pursuant to Section 4 of the Agreement, Michael Baker shall only assign performance of Services to persons listed below. Michael Baker is a sole proprietor and will not use additional personnel outside of Michael Baker. All personnel assumed to work on this project are listed below.

Name	Title	Email	Company
Bob Stark, AICP	Environmental & Planning Department Manager	bstark@mbakerintl.com	Michael Baker
John Bellas	Environmental Department Manager	jbellas@mbakerintl.com	Michael Baker
Nicole Marotz, AICP, LEED AP	Senior Environmental Planner	nmarotz@mbakerintl.com	Michael Baker
James Daniels, RPA	Senior Archaeologist	james.daniels@mbakerintl.com	Michael Baker
Zhe Chen, LEED GA	Air Quality	zhe.chen@mbakerintl.com	Michael Baker
Jacob Swim, PE, TE	Senior Transportation Planner	jacob.swim@mbakerintl.com	Michael Baker
Jay Sullivan, PE, CFM, QSP, /QSD	Hydrology/Hydraulics	jay.sullivan@mbakerintl.com	Michael Baker
Jessie Kang	Environmental Planner	jessie.kang@mbakerintl.com	Michael Baker
Frankie Tong-Goodblatt, AICP	Senior Environmental Planner	frankie.tong@mbakerintl.com	Michael Baker
Tina Yuan	Air Quality & Noise Specialist	yiting.yuan@mbakerintl.com	Michael Baker
Marisa Flores	Senior Biologist	marisa.flores@mbakerintl.com	Michael Baker
Samantha Martinez	Biologist	samantha.martinez@mbakerintl.com	Michael Baker
Susan Wood, PhD	Senior Architectural Historian	susan.wood@mbakerintl.com	Michael Baker
Rachel Grant	Transportation Planner	rachel.grant@mbakerintl.com	Michael Baker
Hilary Heidenreich	Graphics/Word Processing	hilary.heidenreich@mbakerintl.com	Michael Baker
Ana Cotham	Technical Editor	acotham@mbakerintl.com	Michael Baker
Kevin Oliver	GIS Specialist	kevin.oliver@mbakerintl.com	Michael Baker
Ryan Phaneuf	Environmental Specialist	ryan.phaneuf@mbakerintl.com	Michael Baker
Andrew Lund, EIT	Civil Associate	andrew.lund@mbakerintl.com	Michael Baker
Eddie Torres	Senior Principal	rgtorres@mbakerintl.com	Michael Baker
Winnie Woo	Junior Analyst II	winnie.woo@mbakerintl.com	Michael Baker
Dennis Dinh	Junior Analyst I	dennis.dinh@mbakerintl.com	Michael Baker
Samantha Guetz, EIT	Civil Associate	samantha.guetz@mbakerintl.com	Michael Baker
Darshan Shivaiah	Environmental Specialist I	darshan.shivaiah@mbakerintl.com	Michael Baker
Geoffrey Chan	GIS Analyst	geoffrey.chan@mbakerintl.com	Michael Baker
Jonathan Perez	GIS Analyst	jonathan.perez@mbakerintl.com	Michael Baker
Epifanio Figueroa, GISP	Field Crew Lead	epifanio.figueroa@mbakerintl.com	Michael Baker
Jordan Gray, PE, TE	Transportation Manager	jordan.gray@mbakerintl.com	Michael Baker
Teresa Tran	Field Archaeologist	teresa.tran@mbakerintl.com	Michael Baker
Zandra Mikhael	Field Archaeologist	zandra.mikhael@mbakerintl.com	Michael Baker

Michael Baker shall not add or remove persons from this Personnel List without the City's prior written consent. If Michael Baker has not designated a person to perform a component of the Services, Michael Baker shall not assign such component of the Services to a person without obtaining the City's prior written consent. Michael Baker shall not subcontract any component of the Services without obtaining the City's prior written consent.

Acknowledged by:

Date: January 8, 2024



Michael Baker International Inc./Environmental & Planning Department Manager

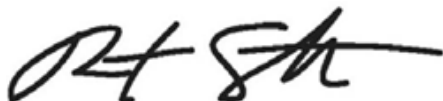
ATTACHMENT "C"

Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Consultant ("Consultant"), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Consultant's Authorized Official

Bob Stark, AICP | Environmental & Planning Department Manager

Name and Title of Consultant's Authorized Official

January 8, 2024

Date

EXHIBIT 2
Noncollusion Declaration

TO BE EXECUTED BY PROSPECTIVE CONSULTANT AND SUBMITTED WITH PROPOSAL

The undersigned declares:

The foregoing proposal submitted in response to the City of Escondido's Request for Proposals No. 24-17—El Caballo Park Master Plan Environmental Review is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The prospective consultant has not directly or indirectly induced or solicited any other prospective consultant to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any prospective consultant or anyone else to put in a sham proposal, or to refrain from submitting a proposal. The prospective consultant has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the prospective consultant or any other prospective consultant, or to fix any overhead, profit, or cost element of proposal price, or of that of any other prospective consultant. All statements contained in the proposal are true. The prospective consultant has not, directly or indirectly, submitted their proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Each individual executing this declaration on behalf of a prospective consultant that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that they have full power to execute, and does execute, this declaration on behalf of the prospective consultant.

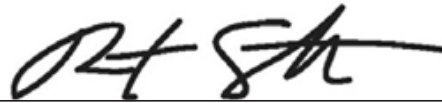
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on January 8, 2024.



Signature

Title Senior Environmental Planner

Of Michael Baker International Inc.



Signature

Title Environmental & Planning Department Manager

Of Michael Baker International Inc.

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

By: _____

Michael Baker
I N T E R N A T I O N A L

We Make a Difference

MICHAEL BAKER INTERNATIONAL
9635 Granite Ridge Dr Ste 300
San Diego, CA 92123

Personnel List

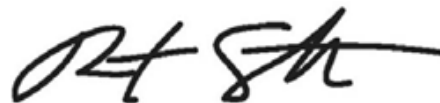
Pursuant to Section 4 of the Agreement, Michael Baker shall only assign performance of Services to persons listed below. Michael Baker is a sole proprietor and will not use additional personnel outside of Michael Baker. All personnel assumed to work on this project are listed below.

Name	Title	Email	Company
Bob Stark, AICP	Environmental & Planning Department Manager	bstark@mbakerintl.com	Michael Baker
John Bellas	Environmental Department Manager	jbellas@mbakerintl.com	Michael Baker
Nicole Marotz, AICP, LEED AP	Senior Environmental Planner	nmarotz@mbakerintl.com	Michael Baker
James Daniels, RPA	Senior Archaeologist	james.daniels@mbakerintl.com	Michael Baker
Zhe Chen, LEED GA	Air Quality	zhe.chen@mbakerintl.com	Michael Baker
Jacob Swim, PE, TE	Senior Transportation Planner	jacob.swim@mbakerintl.com	Michael Baker
Jay Sullivan, PE, CFM, QSP, /QSD	Hydrology/Hydraulics	jay.sullivan@mbakerintl.com	Michael Baker
Jessie Kang	Environmental Planner	jessie.kang@mbakerintl.com	Michael Baker
Frankie Tong-Goodblatt, AICP	Senior Environmental Planner	frankie.tong@mbakerintl.com	Michael Baker
Tina Yuan	Air Quality & Noise Specialist	yiting.yuan@mbakerintl.com	Michael Baker
Marisa Flores	Senior Biologist	marisa.flores@mbakerintl.com	Michael Baker
Samantha Martinez	Biologist	samantha.martinez@mbakerintl.com	Michael Baker
Susan Wood, PhD	Senior Architectural Historian	susan.wood@mbakerintl.com	Michael Baker
Rachel Grant	Transportation Planner	rachel.grant@mbakerintl.com	Michael Baker
Hilary Heidenreich	Graphics/Word Processing	hilary.heidenreich@mbakerintl.com	Michael Baker
Ana Cotham	Technical Editor	acotham@mbakerintl.com	Michael Baker
Kevin Oliver	GIS Specialist	kevin.oliver@mbakerintl.com	Michael Baker
Ryan Phaneuf	Environmental Specialist	ryan.phaneuf@mbakerintl.com	Michael Baker
Andrew Lund, EIT	Civil Associate	andrew.lund@mbakerintl.com	Michael Baker
Eddie Torres	Senior Principal	rgtorres@mbakerintl.com	Michael Baker
Winnie Woo	Junior Analyst II	winnie.woo@mbakerintl.com	Michael Baker
Dennis Dinh	Junior Analyst I	dennis.dinh@mbakerintl.com	Michael Baker
Samantha Guetz, EIT	Civil Associate	samantha.guetz@mbakerintl.com	Michael Baker
Darshan Shivaiah	Environmental Specialist I	darshan.shivaiah@mbakerintl.com	Michael Baker
Geoffrey Chan	GIS Analyst	geoffrey.chan@mbakerintl.com	Michael Baker
Jonathan Perez	GIS Analyst	jonathan.perez@mbakerintl.com	Michael Baker
Epifanio Figueroa, GISP	Field Crew Lead	epifanio.figueroa@mbakerintl.com	Michael Baker
Jordan Gray, PE, TE	Transportation Manager	jordan.gray@mbakerintl.com	Michael Baker
Teresa Tran	Field Archaeologist	teresa.tran@mbakerintl.com	Michael Baker
Zandra Mikhael	Field Archaeologist	zandra.mikhael@mbakerintl.com	Michael Baker

Michael Baker shall not add or remove persons from this Personnel List without the City's prior written consent. If Michael Baker has not designated a person to perform a component of the Services, Michael Baker shall not assign such component of the Services to a person without obtaining the City's prior written consent. Michael Baker shall not subcontract any component of the Services without obtaining the City's prior written consent.

Acknowledged by:

Date: January 8, 2024



Michael Baker International Inc./Environmental & Planning Department Manager

Title	Escondido Contract - El Caballo Environmental Review
File name	file
Document ID	6a8cb63cd63662b9916a457d9694396c91d0da7a
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was requested from app.contractsafe.com

Document History



SENT

04 / 02 / 2024

19:22:34 UTC

Sent for signature to Tim Thiele (tthiele@mbakerintl.com)
from mcrooks@escondido.org
IP: 216.231.240.96



VIEWED

04 / 02 / 2024

20:09:01 UTC

Viewed by Tim Thiele (tthiele@mbakerintl.com)
IP: 152.186.227.122



SIGNED

04 / 02 / 2024

20:12:54 UTC

Signed by Tim Thiele (tthiele@mbakerintl.com)
IP: 152.186.227.122



COMPLETED

04 / 02 / 2024

20:12:54 UTC

The document has been completed.