



STAFF REPORT

DATE: JULY 27, 2021

TO: MAYOR AND CITY COUNCIL

FROM: ALEXA DAVIS, ASSISTANT CITY MANAGER
DAVID WAHBA, DIRECTOR OF COMMUNITY DEV/PUBLIC WORKS

SUBJECT: APPROVAL OF AGREEMENTS FOR THE GEORGE F CANYON
NATURE CENTER DESIGN AND ENVIRONMENTAL REVIEW

OVERVIEW

Proposals for the development of the George F Canyon Nature Center from Roesling Nakamura Architect and Michael Baker International (MBI) providing the plans, specifications, engineering and environmental review are provided to the City Council for review.

BACKGROUND AND ANALYSIS

The George F Canyon Nature Center conceptual design was reviewed at a February 2021 joint meeting of the City Council, Planning and Park and Activities Commissions with public input. It was reviewed and recommended to the City Council for approval by the Park and Activities Commission at their regular meeting of March 15, 2021. At its meeting of March 23, 2021, the City Council approved the George F Canyon Nature Center conceptual design.

The final conceptual design, estimated at \$1.7 million, remains consistent with input received over the last two years by the public, adjacent neighborhoods, Park and Activities Commission and the City Council subcommittee. The updated design has a reduced footprint with a one-story single building, now 3,355 square feet, and an estimated reduction of \$1 million from the initial design cost. The proposed design concept maintains the same architectural and landscape/parking features as presented in the initial version. The revised design also shares the same goals as the previous version: a welcoming gateway to the City, considerate of the surrounding neighborhoods, and emphasis on the canyon, trails and native habitat.

Additional considerations that will be further analyzed in final plans and specifications and within the environmental review process related to parking, bus turn-out, equestrian access, hitching post location, noise mitigation and adjacent neighborhood parking and traffic impacts.

Discussions regarding facility use will continue over the next several months with input from the Park and Activities Commission and ultimately a recommendation to the City Council.

Additionally, at its March 23, 2021 meeting, City Council also directed staff to return with agreements for the architect to continue work toward final plan and specifications and an environmental consultant for an environmental review. Staff has since received two proposals: 1) Roesling Nakamura Terada Architects, Inc. in the amount of \$234,895 which would provide for the development of the plans and specifications and 2) Michael Baker International for a comprehensive environmental review in the amount of \$67,535.

Plans and Specifications

Roesling Nakamura Terada Architects, Inc. has submitted a proposal for design confirmation, construction documents, permitting, bid support and construction administration. Roesling Nakamura Terada Architects, Inc. has worked with the City since 2018 to develop the approved conceptual design.

The first step would be Design Development (DD) drawings and outline specifications, which allows the architect, landscape architect, and engineering team to develop and coordinate the design with all design disciplines and determine engineering needs, architectural systems, and interior and exterior finishes. Once DD is concluded, which is at a 30% design level, construction drawings and specifications would be developed which sets forth detail of the construction requirements of the project at 75% 90% and 100% milestones. From that point, the consultant would provide construction contract administration services, with an anticipated 10-month process.

The full base scope of work proposed includes:

1. Architectural Design
2. Landscape Architectural Design
3. Structural Engineering
4. Mechanical, Electrical, Plumbing Engineering
5. Opinion of Probable Cost

Environmental Review

Michael Baker International (MBI) has submitted a proposal to conduct an Initial Study (IS) as required under the California Environmental Quality Act (CEQA). It is anticipated that the project will involve the preparation of a Mitigated Negative Declaration (MND), rather than an Environmental Impact Report (EIR), given the limited scope of the project that is located on a developed site, involving minimal grading activities, and essentially involving the redevelopment of an existing nature center building with similar programming and use.

The City has used MBI in the past for other project environmental studies (and presently under contract for the Norris Pavilion expansion), and is confident that their knowledge of both the City and their experience with CEQA documents, would provide both a cost effective and quality approach to completing this CEQA document.

Staff has worked with MBI over the last couple of months to develop an IS/MND proposal that would be the most cost effective, understanding that City staff will assist with the Indian Tribe consultation and that the paleontological evaluation would be an optional task, but most likely necessary. To this end, staff was able to negotiate with MBI to reduce their cost proposal by approximately \$10,000, which included a reduction in management and study costs, but not tasks. Thus, the proposed IS/MND cost by MBI is \$67,535, which includes the optional paleontological evaluation task of \$1,970. Funds for this project would be paid by the City's Park Facility Impact Fees and/or by future expected grants for the project.

The proposed IS/MND is attached to this report for Council's review and approval. It would be approved under a Task Order under the City's existing general professional services agreement with MBI. The IS/MND is expected to take four to five months to complete. The Scope of Work involves the following:

- Air Quality, Energy, and Greenhouse Gas Evaluations
- Biological Resources Assessment
- Coastal California Gnatcatcher Protocol Surveys
- Cultural and Historic Resources Evaluation
- Noise Impact Analysis
- Paleontological Evaluation

The project's scope of work, schedule, and fees by tasks are further detailed in the attached proposal. The following tasks and their respective costs are summarized below:

- Project Initiation, Coordination Meetings and Project Management (\$4,640)
- Technical Investigations (\$38,805) plus optional Paleontological Evaluation (\$1,970)
- Draft IS/MND (\$18,520)
- Final IS/MND Materials and Approvals (\$3,600)

Next Steps

Once both agreements are approved, staff would begin the environmental review process. Some tasks will be completed simultaneously with the architect consultant, who is an important partner in the environmental review process.

Once the IS/MND is completed, before final plans and specifications are fully developed, it will be presented to the Planning Commission for their review and recommendation to the City Council. The Commission, at this same time, will be reviewing the project's entitlements and also making a recommendation to the Council for their approvals.

FISCAL IMPACT

For the draft and design to date, the City has expended and budgeted a total of \$46,600 for the architect (conceptual design) and engineering costs (site survey and preliminary soils report) from Park Facilities Fees, previously known as Quimby funds.

To date, the City has identified \$362,100 in Proposition 68 grant funds and approximately \$127,000 in Measure A funds for a total of \$489,100. This includes a “gift” in Prop 68 funds in the amount of \$179,108 from the City of Rolling Hills toward this project. City staff is continuing to research additional funding opportunities, which include other available grants and partner agencies, to help fund construction of the project.

At the March 9, 2021 Policy Development Session, City Council authorized the City to budget Park Facility Fees to pay for costs associated with the plans, specifications and environmental review. To date, there is a balance of over \$1.85 million dollars. Funds have been budgeted accordingly to cover this project over the two-year budget period of 2021-22 and 2022-23. No General Fund dollars are expected to support this project.

PUBLIC OUTREACH

The agenda and staff report for this item were posted and noticed as required.

It is recommended that the Nature Center City Council subcommittee stay engaged through this process and staff suggests periodic meetings with them, the Palos Verdes Peninsula Land Conservancy and the Park and Activities Commission prior to final plans and specifications being presented to the City Council for final review and approval.

RECOMMENDATION

Staff recommends that the City Council approve a Professional Services Agreement with Roesling Nakamura Terada Architects, Inc. in the amount of \$234,895 for project plans and specifications and a Task Order with MBI, under their professional Services Agreement, to conduct an Initial Study and Mitigated Negative Declaration (IS/MND) in the amount of \$67,535, subject to City Attorney final review and approval as to form.

Attachments:

- A - Roesling Nakamura Terada Architects, Inc. Professional Services Agreement
- B- MBI Proposal for IS/MND



City of Rolling Hills Estates

PROFESSIONAL SERVICES AGREEMENT

With

Roesling Nakamura Terada Architects, Inc.

Effective Date:

TABLE OF CONTENTS

	<u>Page No.</u>
Section 1. Term of Agreement.....	1
Section 2. Scope and Performance of Services.....	1
Section 3. Additional Services and Changes in Services.....	2
Section 4. Familiarity with Services and Site.....	2
Section 5. Compensation and Payment.....	2
Section 6. Required Documentation Prior to Performance.....	3
Section 7. Time of Performance; Excusable Delays; Extensions.....	4
Section 8. Cooperation by City.....	4
Section 9. Project Documents.....	4
Section 10. Confidential Information; Release of Information.....	5
Section 11. Consultant’s Books and Records.....	5
Section 12. Status of Consultant.....	6
Section 13. Compliance with Applicable Laws.....	6
Section 14. Unauthorized Aliens.....	7
Section 15. Conflicts of Interest.....	7
Section 16. Indemnification.....	7
Section 17. Insurance.....	9
Section 18. Assignment.....	9
Section 19. Default; Limitations on Liability.....	9
Section 20. Termination of Agreement.....	9
Section 21. Notices.....	10
Section 22. General Provisions.....	10
EXHIBIT A – SCOPE OF SERVICES.....	A-1
EXHIBIT B – KEY PERSONNEL & COMPENSATION.....	B-1
EXHIBIT C – INSURANCE.....	C-1

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“**Agreement**”) is effective as of _____, 2021 (“**Effective Date**”), and is between the City of Rolling Hills Estates, a California municipal corporation and general law city (“**City**”) and Roesling Nakamura Terada Architects, Inc., (“**Consultant**”).

Section 1. Term of Agreement.

Subject to the provisions of Section 20 [Termination of Agreement], the term of this Agreement will be for a period commencing on the Effective Date and will terminate upon the completion of Consultant’s services.

Section 2. Scope and Performance of Services.

- 2.1** Consultant agrees to perform the services set forth in Exhibit A [Scope of Services], which is made a part of this Agreement.
- 2.2** Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculations, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary to perform the services required of Consultant under this Agreement.
- 2.3** Consultant’s designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit B [Key Personnel & Compensation], which is made a part of this Agreement.
- 2.4** Consultant must make every reasonable effort to maintain the stability and continuity of Consultant’s key personnel and subcontractors, if any, listed in Exhibit B to perform the services required under this Agreement. Consultant must notify City and obtain City’s written approval with respect of any changes in key personnel prior to the performance of any services by replacement personnel.
- 2.5** Consultant must obtain City’s prior written approval before utilizing any subcontractors to perform any services under this Agreement. This written approval must include the identity of the subcontractor and the terms of compensation.
- 2.6** Consultant represents that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant will at all times faithfully and competently perform all services described in this Agreement in accordance with generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement and under similar circumstances to that of Consultant.
- 2.7** City may inspect and accept or reject any of Consultant’s work under this Agreement, either during performance or when completed, provided, however, such rejection is reasonable. Acceptance of any of Consultant’s work by City will not constitute a waiver of any of the provisions of this Agreement.

- 2.8 The Consultant must maintain any work site in the City in a safe condition, free of hazards to persons and property resulting from its operations.

Section 3. Additional Services and Changes in Services.

- 3.1 Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Scope of Services or otherwise required by this Agreement, unless such additional services are authorized in advance and in writing by City.
- 3.2 If Consultant believes that additional services are needed to complete the Scope of Services, Consultant will provide the City Manager with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.
- 3.3 City may order changes to the Scope of Services, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and City. The cost or credit to City resulting from changes in the services will be determined by the written agreement between the parties.

Section 4. Familiarity with Services and Site.

- 4.1 By executing this Agreement, Consultant represents that Consultant:
- (a) has reasonably investigated and considered the Scope of Services to be performed;
 - (b) has reasonably considered how the services should be performed;
 - (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement; and
 - (d) possesses all licenses required under local, state or federal law to perform the services contemplated by this Agreement, and will maintain all required licenses during the performance of this Agreement.
- 4.2 If services involve work upon any site, Consultant has or will investigate the site and is or will be reasonably acquainted with the conditions there existing, before commencing its services. Should Consultant discover any latent or unknown conditions within its scope of work or area of expertise that may materially affect the performance of services, Consultant will immediately inform City of such fact and will not proceed except at Consultant's own risk until written instructions are received from City.

Section 5. Compensation and Payment.

- 5.1 Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in Exhibit B ("Key Personnel & Compensation"). The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit B, unless additional compensation is approved in writing by City.

- 5.2** The use of subconsultants will not be considered a reimbursable expense, and such costs must be applied towards the approved budgeted amount.
- 5.3** Each month during the term of this Agreement, Consultant must furnish City with an original invoice for all services performed and expenses incurred during the preceding month in accordance with the fee schedule set forth in Exhibit B. The invoice must detail charges by the following categories: labor (by subcategory), reimbursable costs, subcontractor contracts and miscellaneous expenses. The invoice must list, as applicable, the hours worked and hourly rates for each personnel category, the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, and the total cost of the services. If applicable, the invoice must also provide a budget summary including the total amounts previously invoiced and paid, the current invoice amount and the budget remaining.
- 5.4** City will review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by City, the invoice will be returned by City to Consultant for correction and resubmission.
- 5.5** Except as to any charges for work performed or expenses incurred by Consultant that are disputed by City, City will cause Consultant to be paid within 30 days of receipt of Consultant's invoice.
- 5.6** Payment to Consultant for services performed under this Agreement may not be deemed to waive any defects in the services performed by Consultant, even if such defects were known to City at the time of payment.
- 5.7** City reserves the right to withhold future payment to Consultant if any aspect of the Consultant's work is found substantially inadequate.

Section 6. Required Documentation Prior to Performance.

- 6.1** Consultant may not perform any services under this Agreement until:
- (a) Consultant furnishes proof of insurance as required under Exhibit C;
 - (b) Consultant provides City with a Taxpayer Identification Number;
 - (c) Consultant obtains a City business tax certificate and license, if applicable, and provides proof of compliance; and
 - (d) City gives Consultant a written notice to proceed.
- 6.2** The City will have no obligation to pay for any services rendered by Consultant in advance of receiving written authorization to proceed, and Consultant acknowledges that any such services are at Consultant's own risk.

Section 7. Time of Performance; Excusable Delays; Extensions.

- 7.1 Consultant must adhere to all schedules and deadlines set forth in this Agreement.
- 7.2 Consultant will not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.
- 7.3 If Consultant is delayed by any cause beyond Consultant's control, City may grant, but is not required to, a time extension for the completion of services. If delay occurs, Consultant must notify City within 48 hours, in writing, of the cause and the extent of the delay and how such delay interferes with Consultant's performance of services.

Section 8. Cooperation by City.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Scope of Services will be furnished to Consultant in every reasonable way to facilitate, without undue delay, the services to be performed under this Agreement.

Section 9. Project Documents.

- 9.1 All original computer programs, data, designs, drawings, files, maps, memoranda, models, notes, photographs, reports, studies, surveys and other documents (collectively, "**Project Documents**") prepared, developed or discovered by Consultant for City in the course of providing services under this Agreement will become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of City in such Project Documents. Upon completion, expiration or termination of this Agreement or upon request by City, Consultant must turn over to City all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents. City acknowledges and agrees that use of Consultant's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at City's own risk. If necessary, Consultant agrees to execute all appropriate documents to assign to City the copyright or intellectual property rights to the Project Documents created pursuant to this Agreement. However, notwithstanding anything to the contrary in this Agreement, Consultant will retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, compiled or produced by Consultant prior to or independently of any of its services under this Agreement ("Background IP"), including such Background IP that Consultant may employ in the performance of this Agreement, or may incorporate into any part of the Project Documents. Consultant grants City an irrevocable, non-exclusive, transferable, royalty-free license in perpetuity to use, disclose, and derive from, such Background IP, but only as an inseparable part of the Project Documents. Third-party content that may be used or incorporated in the Project Documents will not become the property of City. Consultant must secure all licenses necessary for the City to utilize Consultant's services and the Project Documents for their intended purposes.

- 9.2 Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without City's prior written approval.

Section 10. Confidential Information; Release of Information.

- 10.1 All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant may not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.
- 10.2 Consultant, its officers, employees, or agents, may not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.
- 10.3 If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then City will have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees, to the extent caused by or incurred as a result of Consultant's conduct.
- 10.4 Consultant must promptly notify City should Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.
- 10.5 All media and press releases, including graphic display information, must be approved and distributed solely by City, unless otherwise agreed to in writing by City. All media interviews regarding the performance of services under this Agreement are prohibited unless expressly authorized by City.

Section 11. Consultant's Books and Records.

- 11.1 Consultant must maintain all documents and records demonstrating or relating to Consultant's performance of services under this Agreement, including ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City under this Agreement. All financial documents or records must be maintained in accordance with generally accepted accounting principles and all other documents must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. All such documents or records must be maintained for at least three years following the final payment under this Agreement.

11.2 Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by City or its designated representative. Copies of such documents or records must be provided directly to City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement.

11.3 Where City has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, City may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records must be granted to City, as well as to its successors-in-interest and authorized representatives.

Section 12. Status of Consultant.

12.1 Consultant is and will at all times remain a wholly independent contractor and not an officer or employee of City. Consultant has no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

12.2 The personnel performing the services under this Agreement on behalf of Consultant will at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, will have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as provided in this Agreement. Consultant agrees that it will not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, or employees of City.

12.3 Neither Consultant, nor any of Consultant's officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim to any such rights or benefits.

Section 13. Compliance with Applicable Laws.

13.1 In General. Consultant must use the standard of care in its profession to keep itself informed of and comply with all federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement that apply to the services performed by Consultant.

13.2 Professional Licenses and Approvals. Consultant agrees that it will, at its sole cost and expense, obtain and maintain in effect at all times during the term of this Agreement any licenses, permits, insurance and approvals that are legally required for Consultant to practice its profession.

13.3 Employment Laws. Consultant agrees to comply with all applicable federal and state employment laws including those that relate to minimum hours and wages, occupational health and safety, and workers compensation insurance. Consultant further represents that it is an equal opportunity employer and in performing services under this Agreement agrees to comply

with all applicable federal and state laws governing equal opportunity employment, and further agrees that it will not discriminate in the employment of persons to perform services under this Agreement on the basis of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation of any such person, except as may be permitted by California Government Code section 12940.

Section 14. Unauthorized Aliens.

Consultant agrees to comply with all of the applicable provisions of the Federal Immigration and Nationality Act (8 U.S.C. § 1101 *et seq.*), as it may be amended, and further agrees not to employ unauthorized aliens as defined under the Act. Should Consultant employ any unauthorized aliens for the performance of any work or services covered by this Agreement, and should any liability or sanctions be imposed against City for the use of unauthorized aliens, Consultant agrees to reimburse City for the amount of all such liabilities or sanctions imposed, together with any and all related costs, including attorneys' fees, incurred by City.

Section 15. Conflicts of Interest.

- 15.1** Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant's attention is directed to the conflict of interest rules applicable to governmental decision-making contained in the Political Reform Act (California Government Code Section 87100 and following) and its implementing regulations (California Code of Regulations, Title 2, Section 18700 *et seq.*), and California Government Code section 1090.
- 15.2** Consultant covenants that neither Consultant, nor any officer, principal or employee of its firm will make, participate in the making, or in any way attempt to use the position of Consultant to influence any decision of the City in which Consultant knows or has reason to know that Consultant, or any officer, principal or employee of Consultant has any of the financial interests listed in Government Code section 87103.
- 15.3** If Consultant discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant must promptly disclose the relationship to City and take such action as City may direct to remedy the conflict.
- 15.4** City understands and acknowledges that Consultant is, as of the Effective Date, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant represents that, except as otherwise disclosed to City, it is unaware of any stated position of City relative to these projects. Any future position of City on these projects will not be considered a conflict of interest for purposes of this section.

Section 16. Indemnification.

- 16.1** The parties agree that City should, to the fullest extent permitted by law, be defended, indemnified, and held harmless from all Services Claims and Operations Claims (defined below) related to the performance by Consultant of this Agreement. Accordingly, the provisions of this section are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not

enter into this Agreement in the absence of Consultant's commitment to defend, indemnify, and hold harmless City as set forth in this section.

- 16.2** For the purposes of this section, "City" includes City's officers, officials, employees, agents and volunteers, and "Consultant" includes Consultant's officers, officials, employees, agents and subcontractors and any other persons for whom Consultant is legally responsible.
- 16.3** With respect to the performance of professional services under this Agreement where the law establishes a professional standard of care for such services, Consultant agrees to indemnify, and hold harmless, but not defend, City from and against all liabilities, damages, losses, and costs, including but not limited to reimbursement of reasonable attorney's fees and all other costs of defense, to the extent caused by the negligence, recklessness, or willful misconduct of Consultant (collectively, "**Services Claims**").
- 16.4** With respect to the acts and operations of Consultant under this Agreement other than the performance of professional services, Consultant agrees to defend, indemnify, and hold harmless City from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees and all other costs of defense, to the extent caused, in whole or in part, by the negligence, recklessness, or willful misconduct of Consultant, and excepting only those claims, damages, liabilities, losses, and costs caused by City's sole negligence or willful misconduct (collectively, "**Operations Claims**").
- 16.5** Consultant must notify City within five days of receipt of notice of any Operations Claims or Services Claims made or legal action initiated that arises out of or pertains to Consultant's performance of services under this Agreement.
- 16.6** Consultant's duty to defend Operations Claims is a separate and distinct obligation from Consultant's duty to indemnify City for any Operations Claims. With respect to Operations Claims, Consultant is obligated to defend City in all legal, equitable, administrative, or special proceedings, with counsel reasonably approved by City, immediately upon tender to Consultant of an Operations Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the Operations Claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals.
- 16.7** Consultant agrees that settlement of any Operations or Services Claim against City requires the consent of City. City agrees that its consent will not be unreasonably withheld provided that Consultant is financially able (based on demonstrated assets including insurance) to fulfill its obligation to indemnify City for the costs of any such settlement as required under this Agreement.
- 16.8** The insurance required to be maintained by Consultant under this Agreement is intended to ensure Consultant's obligations under this section, but the limits of such insurance do not limit the liability of Consultant.
- 16.9** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required, Consultant will be fully responsible for all obligations under this section. City's failure to monitor compliance with this requirement

imposes no additional obligations on City and will in no way act as a waiver of any rights under this Agreement.

16.10 The parties acknowledge and agree that design professionals are required to defend and indemnify the City only to the extent permitted by Civil Code section 2782.8, which limits claims to those that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. The term "design professional," is defined in Section 2782.8, and includes licensed architects, licensed landscape architects, registered professional engineers, professional land surveyors and the business entities that offer such services in accordance with the applicable provisions of the Business and Professions Code. The parties further acknowledge and agree that the provisions of this Section 16 are to be interpreted and applied to the fullest extent permitted by Civil Code section 2782.8.

16.11 The provisions of this section will survive the expiration or earlier termination of this Agreement in accordance with the applicable provisions of Exhibit C [Insurance].

Section 17. Insurance.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance coverages listed in Exhibit C ("Insurance"), which is made a part of this Agreement. All insurance policies are subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager or City Attorney.

Section 18. Assignment.

The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of City, which may be withheld in the City's sole discretion. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.

Section 19. Default; Limitations on Liability.

19.1 In the event that Consultant is in default under the terms of this Agreement, City will have no obligation or duty to continue compensating Consultant for any services performed after City provides written notice to Consultant of such default.

19.2 Consultant agrees that no City official, officer, employee or agent will be personally liable to Consultant in the event of any default or breach of City, or for any amount which may become due to Consultant, or for any obligations directly or indirectly incurred under this Agreement.

19.3 City's liability under this Agreement is limited to payment of Consultant in accordance with the terms of this Agreement and excludes any liability whatsoever for consequential or indirect damages even if such damages are foreseeable.

Section 20. Termination of Agreement.

20.1 City may terminate this Agreement, with or without cause, at any time by written notice of

and to bind it to the performance of its obligations hereunder. This Agreement may be executed in several counterparts, each of which will constitute one and the same instrument and will become binding upon the parties when at least one copy has been signed by both parties.

- 22.2 Entire Agreement.** This Agreement, including the attached Exhibits A through C, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and City prior to the execution of this Agreement.
- 22.3 Binding Effect.** This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties.
- 22.4 Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the City Council or City Manager, as applicable. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 22.5 Electronic Signatures.** This Agreement and any amendment will be considered executed when the signature page of a party is delivered by facsimile or other electronic transmission. Such electronic signatures will have the same effect as an original signature.
- 22.6 Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.
- 22.7 Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.
- 22.8 Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement will not be affected and the Agreement will be read and construed without the invalid, void or unenforceable provision.
- 22.9 Venue.** In the event of litigation between the parties, venue in will be exclusively in a state court in the County of Los Angeles.

[Signatures on the following page.]

THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF the parties hereby execute this Agreement as follows:

CITY OF ROLLING HILLS ESTATES

Greg Grammer, City Manager

ATTEST:

Carrie Gallagher, Interim City Clerk

APPROVED AS TO FORM:

Donald M. Davis, City Attorney

CONSULTANT:

BLMA, Inc.

By _____
Name: Baxter Miller

EXHIBIT A

SCOPE OF SERVICES

[Attached]

EXHIBIT B

KEY PERSONNEL & COMPENSATION

1. Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are:
Baxter Miller.

2. Total compensation under this Agreement, including reimbursement for actual expenses, may not exceed: **\$234,895 for A/E Phase II Design Fees as detailed in Exhibit A and \$5,000 in reimbursable expenses.**

FEE SCHEDULE

(See Fee Schedule in Scope of Services)

EXHIBIT A AND B - 1 OF 2



Roesling Nakamura Terada Architects

363 Fifth Ave | Ste 202 | San Diego, CA 92101 | P 619.233.1023 | F 619.233.0016

Revision 1, June 14, 2021

ROLLING HILLS ESTATES GEORGE F CANYON NATURE CENTER
BUILDING DESIGN - FINAL DESIGN A/E SCOPE OF WORK PROPOSAL

CLIENT	The City of Rolling Hills Estates 4045 Palos Verde Drive North Rolling Hills Estates, 90274
ARCHITECT	Roesling Nakamura Terada Architects, Inc. 363 Fifth Ave Ste. 202 San Diego, CA 92101 Ralph Roesling, FAIA, Principal Architect Rick España, AICP, Project Manager
PROJECT SCOPE	A/E Services for Final Design Services: Schematic Design Confirmation, Construction Documents, Construction Contract Administration.

Project Description

The project scope of work includes Architectural and Engineering services for the design implementation for the George F Canyon Nature Center for the City of Rolling Hills Estates. The proposal scope is for final design of the nature center as presented in the conceptual design plan dated April 13, 2021 and includes the following elements:

Site Area / Boundaries: southwest corner of

- 24,000 SF site bounded by Palos Verde Drive East and North, Hitching Post Drive to the west and George F Canyon to the south. In addition, the limit of the southern boundary is defined by an open space easement. There will be no site improvements in the open space easement.

Site Development Program:

- Single story 1,800 approx. square foot Nature Center/ Community Building
- 600 square foot outdoor classroom/ community gathering deck with enclosed storage area and shade structure (both structures by architect)
- 4500 square feet of pedestrian hardscape including entry plaza, walkways, reconfigured bus passenger loading area
- 200 square foot existing amphitheater to remain
- 140 linear foot elevated accessible walkway with overlook to the existing canyon trailhead and amphitheater
- 20 space surface parking lot
- 125 linear feet of reconfigured traffic lane along Palos Verdes Drive North (by others)
- 2,800 square feet of planted buffer along street frontages.
- 7,000 square feet of on-site planting including parking lot, community spaces and canyon transition areas.

The project will commence upon approval of this proposal and signed agreement, and receipt of a Notice to Proceed by the City of Rolling Hills.

Phase 2A Scope of Work – Design Confirmation, Construction Documents, Permitting, Bid Support, and Construction Administration

PART 1 DESIGN DEVELOPMENT & CONSTRUCTION DRAWINGS

Task 1.1 Design Confirmation and Design Development (30% Plans and Specifications)

Task 1.1 Conceptual Design plans completed in a previous phase, will be reviewed with the City’s representative and updated to meet current space needs and/or code requirements.

Upon approval of the final design concept, the design will then be developed into Design Development (DD) drawings and outline specifications. This is equivalent to a 30% level of design. DD drawings allow the architect, landscape architect, and engineering team to develop and coordinate the design with all design disciplines and determine engineering needs, architectural systems, and interior and exterior finishes. Additional tasks under part 1.1 include:

Project Schedule

Consultant will prepare and submit a design and permitting schedule.

Design Development Estimate of Probable Costs

Consultant will provide an estimate of probable cost at the 30% design level.

LEED Equivalent Design

Pending budget approval, the consultant will coordinate and process LEED checklist and requirements to obtain a LEED “equivalent” non-certified. LEED level to be determined with client based upon budget and feasibility. LEED certification shall be an additional service.

Meetings

The consultant and key members of the consultant engineer team (as needed) will attend the following meetings as part of tasks.

- Client Review Meetings two (2) for this Phase

Deliverables

Consultant shall deliver one (1) digital PDF to the Owner for approval at the end of this phase. Printed copies will be provided upon request as a reimbursable expense. Deliverables for this task include the following elements at a 30% level:

Architectural

- Title sheets, General Notes, ADA Compliance Notes
- Architectural Site Plans
- Building Plans
- Sections, typical wall section
- Elevations
- Interior Elevations
- Roof Plans
- Key Details
- Exterior and Interior Material Boards

Civil

- All civil plans and specifications to be provided by owner for inclusion into the architect’s drawings.

Landscape

- Site Plan
- Planting Plans
- Irrigation Plans
- Key Details

Structural

- Foundation Plans
- Framing Plans
- Key Details

Mechanical & Plumbing

- Equipment Selection
- Mechanical Plans
- Plumbing Plans
- Preliminary energy calculations

Electrical

- Power Plans
- Lighting Plans

Design Report

- Outline Specifications
- Basis of Design Narrative

Task 1.2 Construction Drawings & Specifications

Upon approval of the design development documents and budget, the consultant team shall prepare construction documents consisting of plans and specifications that set forth in detail the construction requirements of the project. Drawings include, but not limited to, those listed under section 1.1 but will be developed further at a 75%, 90%, and 100% level.

These documents shall be suitable for bidding and construction. CDs will be created using AutoCAD 2020 and will consist of the following submittals:

- 75% CD Drawings and Specifications (Contractor Review)
- 90% CD Drawings (Building Permit Submittal)
- 100% CD Drawings and Specifications (For Construction Submittal)

CD Level Estimate of Probable Cost

RNT shall prepare an estimate of probable cost based on the 90% CD documents. The estimate will be provided as a PDF copy. Hard copies will be provided upon request.

Meetings

The consultant and key members of the consultant engineer team (as needed) will attend the following meetings as part of tasks.

- Client Review Meetings three (3) for this Phase

Task 1.3 Permit Submittal and Plan Check

The consultant will assist the Owner in the preparation of drawings and forms for City of Rolling Hills Estates permit submittal. Task 1.3 will be billed hourly at a not to exceed amount shown on the fee table.

Task 1.4 Bid Support & Assistance with Contractor Interview and Selection

The Consultant Team shall assist the client through a competitive bidding or other project delivery system as determined by the client. The consultant will answer RFI's, attend pre-bid meetings, and provide addendums as required. The consultant shall also assist the Owner with the selection of a contractor by reviewing proposals and attending interviews if needed. Task 1.4 will be billed hourly at a not to exceed amount shown on the fee table.

PART 2 CONSTRUCTION CONTRACT ADMINISTRATION SUPPORT

Task 2.1 Contract Administration

The Consultant will provide Construction Contract Administration Services as set forth under AIA Document A201, as modified by mutual agreement between the client and Consultant. Construction for this phase is anticipated to be a 10-month process. Site meetings will be weekly. Services include:

Response to RFIs / Submittals

During the construction process, the consultant will respond or prepare construction RFIs, ASI's, and submittals reviews and will review change orders as requested by the client.

Task 2.2 Project Close-Out

Upon close out of the project, the consultant will gather all project close-out documents, project construction certifications and product binders as a final deliverable to the client. Close out services will include the assembling of As-Built record drawings based upon accurate, red-line construction mark-ups provided by the contractor.

Deliverables

Consultant shall transmit a PDF set of construction documents and placed at a printing center of client's choice for any physical prints to be ordered and paid for by the client. A CD of the final AutoCAD and PDF files will be provided.

Fee Proposal

See Exhibit B Fee Proposal Table attached.

Basic Services Inclusions, Additional Services, Assumptions, and Reimbursable Expenses

The items listed below are included as part of the base scope of work:

1. Architectural Design
2. Landscape Architectural Design
3. Structural Engineering
4. Mechanical, Electrical, Plumbing Engineering
5. Opinion of Probable Cost

Additional Services

The items listed below are excluded from basic services scope and are available as additional services as needed. Additional services shall be provided only upon owner's request and approval. Additional services include, but are not limited to, the following (if required):

- LEED Design and Certification
- Interior design services
- Drawings and documentation for entitlement permits
- Interpretive planning and design
- Acoustical engineering for building
- CASp (Certified Access Specialist) Certification
- Design revisions after owner approval and/or due to changes in City requirements
- Furniture, fixtures, and equipment design, procurement & storage
- Security Services Design
- Telecom / Low Voltage Design
- Audio visual, information technology, security, and data design
- MEP Modeling for LEED or Net Zero Design if required
- Commercial kitchen design & health department permitting for food services design

Proposal fees are based upon the current scope are valid up to 18 months from the project Notice to Proceed date.

Assumptions and Exclusions

The items listed below are excluded from consultant services and are to be provided by or contracted under the owner or contractor. Exclusions include, but are not limited to:

- Civil engineering is by owner
- Design for areas outside of the project boundary
- Environmental studies, testing, and reports
- Landscape restoration and revegetation plans
- Fire alarm and sprinkler design to be design-build by contractor
- Construction environmental monitoring
- Well water quality testing and analysis
- Traffic design, reports and studies
- Geotechnical Studies and Reports
- Hazardous Materials Report
- Construction observation for irrigation

Part E - Reimbursable Expenses

Outside of the base fee, reimbursable expenses for the direct benefit of the owner includes drawing sets/copies for permitting, presentations, plan check fees, permitting fees, bid documents, record documents, may be billed to the owner or use owner's reproduction company (with owners' prior approval). Travel outside of RNT's home office in San Diego may be billed with owner's prior approval. Additional expenses include: deliveries and postage, reproducible / copies. All permit fees are to be paid separately by the owner.

Rolling Hills Estates Nature Center

Exhibit B Scope of Work Fee Proposal Revision 1, 6/14/21

Roesling Nakamura Terada Architects, Inc.

A) DESIGN PHASE PART II - FINAL DESIGN A/E FEE SUMMARY **Const. Estimate**

	PIC	PM	Designer	CAD	
2021 RNT Billing Rates	\$285	\$245	\$180	\$160	
Final Design					
1.1 Confirm Design / Design Development Plans	0	2	8	80	\$ 14,730
1.2 Construction Documents & Specifications	4	48	88	240	\$ 67,140
1.3 Permit Submittal / Plan Check*	2	6	16	20	\$ 8,120
1.4 Bid Support*	0	2	6	0	\$ 1,570
2.1 Construction Administration	4	16	60	20	\$ 19,060
2.2 Project Close Out	1	2	8	16	\$ 4,775
RNT Fee Subtotal					\$ 115,395

*May be billed hourly with the listed not-to-exceed budget amount. If hours exceed the proposed budget, RNT will request approval for additional time and funding.

Phase 2A Design Fees

RNT - Executive Architect	\$ 115,395
SLA - Landscape Architect	\$ 47,500
Ron Kempf Cost Estimating	\$ 7,500
KPFF- Structural Engineer	\$ 29,500
IMEG - Mechanical, Electrical, Plumbing Engineer	\$ 35,000

TOTAL A/E PHASE II DESIGN FEES	\$ 234,895
---------------------------------------	-------------------

Recommended reimbursable expense budget \$ 5,000

June 8, 2021

Mr. David Wahba
Director of Community Development & Public Works
City of Rolling Hills Estates
4045 Palos Verdes Drive North
Rolling Hills Estates, CA 90274

RE: PROPOSAL TO PREPARE AN INITIAL STUDY/MITIGATED NEGATIVE DECLARATION AND TECHNICAL STUDIES FOR THE GEORGE F CANYON ROLLING HILLS ESTATES NATURE CENTER RENOVATION PROJECT

Dear Mr. Wahba:

Michael Baker International (Michael Baker) appreciates the opportunity to submit this revised letter proposal to prepare a California Environmental Quality Act (CEQA) Initial Study and, if deemed appropriate, a Mitigated Negative Declaration (IS/MND) for the George F. Canyon Rolling Hills Estates Nature Center Renovation Project (Project).

PROJECT UNDERSTANDING

The Project site is located at 27305 Palos Verdes Drive East, in the City of Rolling Hills Estates (City), at the approximately 36-acre George F. Canyon Preserve. The Project site is currently developed with a nature center facility with an outdoor amphitheater, and parking area. The facility is operated by the Palos Verdes Peninsula Land Conservancy and owned by the City. The proposed Project entails renovating the nature center site with a reconstructed Nature Center/Community Building with an outdoor classroom/community gathering deck, including an enclosed storage area and shade structure. Additionally, the renovations include construction of pedestrian hardscape including an entry plaza, walkways, and an elevated walkway with an overlook to the existing trailhead. The Project is also envisioned with circulation and parking improvements that include reconfiguring: bus passenger loading areas; the parking lot; and a potential traffic lane along Palos Verdes Drive North. Several conceptual design updates are provided in the *City of Rolling Hills Estates Nature Center Vision Plan (Vision Plan)*, dated October 19, 2020.

Based on our conversation on May 19, 2021, we understand that Project refinements are in process; however, we also understand that while the proposed activities would increase the capacity from the existing uses, the future uses will likely be substantially similar to current uses. Michael Baker also understands that the Project would require a conditional use permit (CUP) and potentially a lot line adjustment in the event that the outdoor classroom area encroaches onto the adjacent right-of-way, or if the proposed deck encroaches beyond the property line.

PROJECT TEAM

Michael Baker offers John Bellas and Jennifer Wu to the City of Rolling Hills Estates to serve as the Project Director and Project Manager, respectively, for the George F Nature Center Renovation Project. Collectively, John and Jennifer have more than 40 years of combined CEQA experience, and they have worked together seamlessly on multiple CEQA documents. Additionally, we have teamed with Vista Environmental for preparation of the Air Quality, Energy, and Greenhouse Gas Evaluations and Noise Impact Analysis.

John has managed the preparation of numerous environmental documents for the City of Rolling Hills Estates, including the Butcher Ranch, Chandler Ranch, and Rolling Hills Covenant Church projects in the Project vicinity. A limited selection of his relevant experience with the City includes:

- Chandler Ranch/Rolling Hills Country Club EIR, Project Manager
- Butcher Ranch IS/MND, Project Manager
- Rolling Hills Covenant Church Expansion Project IS/MND, Project Manager
- Peninsula Center Revitalization Project IS/MND, Project Manager
- The Village Shopping Center/Merrill Gardens Residential Care Facility for the Elderly IS/MND, Project Manager
- Chase Bank IS/MND, Project Manager
- 5883 Crest Road Project IS/MND, Project Manager
- Rolling Hills United Methodist Church Educational Facilities Improvement Project IS/MND, Project Manager

Jennifer has over 18 years of experience in the preparation and management of environmental documents. A limited selection of her relevant experience includes:

- 650 N PCH Office Campus Project IS/MND, City of El Segundo, Project Manager
- Bellefield Solar Project EIR, Kern County, Project Manager
- AV Solar Ranch One, Los Angeles County, Deputy and Project Manager
- Paso Robles Area Connect and Estrella Substation Project Proponent's Environmental Assessment, San Luis Obispo County, Project Manager
- Numerous CEQA documents for commercial and residential development projects throughout Southern California

SCOPE OF WORK

During our May 19, 2021 conversation, we discussed the Project, several sensitive environmental issue areas that may be affected by the Project, and the resulting level of CEQA review anticipated to be suitable (IS/MND). Based on our understanding of the Project and our preliminary review of the environmental resource conditions in the Project area, we recommend preparation of the following technical studies to support the IS/MND, which are briefly described below, with further detail provided in the detailed scope of work (further below):

- **Air Quality, Energy, and Greenhouse Gas Evaluations:** The air quality, energy, and greenhouse gas evaluation would assess the Project's potential to exceed air quality and greenhouse gas emission thresholds and evaluate the Project energy consumption and efficiencies. Additionally, the nearest sensitive residential receptor property is located approximately 35 feet to the west of the Project area and has the potential to be affected by Project emissions during construction activities.
- **Biological Resources Assessment:** The Project site is located adjacent to an ecological preserve and has the potential to affect biological resources.
- **Coastal California Gnatcatcher Protocol Surveys:** The Project site is located less than one mile from U.S. Fish and Wildlife Service (USFWS) critical habitat for coastal California gnatcatcher (*Polioptila californica californica*) (federally threatened), and the Project site and adjacent areas appear to contain suitable habitat.
- **Cultural and Historic Resources Evaluation:** The existing Nature Center building has been verified to have been constructed at least 50 years ago and, thus, has the potential to be a historic resource.
- **Noise Impact Analysis:** The nearest sensitive residential receptor property is located approximately 35 feet to the west of the Project area and has the potential to be affected by Project noise during construction and operations.

Additionally, this proposal identifies two optional tasks that Michael Baker would recommend, based on the applicability of further Project information, at the City's discretion. These tasks consist of:

- **Paleontological Evaluation (Optional, based on depth of excavations):** In the event that the proposed Project construction activities has the potential to disturb non-engineered fill, the Project may have the potential to encounter paleontological resources.

Additionally, on May 19, 2021 we discussed performing a jurisdictional delineation on a nearby National Hydrography Dataset identified blue-line drainage. As a follow-up to this discussion, Michael Baker evaluated the water feature using aerial and ground view imagery and National Wetland Inventory (NWI) mapping data. The drainage was found to be roughly 160 feet from the Project area, as shown on Figure 1 below. Based on the distance from the proposed Project development footprint, Michael Baker believes that sufficient buffer exists between the Project

area and the drainage to prevent direct and indirect impacts to the water feature, provided that required water quality best management practices are implemented. As a result, Michael Baker recommends that a jurisdictional delineation would not be required for the Project, as currently proposed. Therefore, this proposal does not include a scope of work to prepare a jurisdictional delineation.



Figure 1. Aerial imagery showing Project area (based on the *Vision Plan*) with respect to the NHD blue line drainage (verified with NWI data).

PROPOSED TASKS

Our proposed scope of work to prepare and process an IS/MND and associated technical studies for the Project consists of the following tasks:

Task 1: Project Initiation, Coordination Meetings, and Project Management

Under this task, Michael Baker's Project Manager will initiate the Project through a meeting with City staff. The meeting will consist of reviewing project plans and information, discussing the project's key environmental considerations, identifying a data needs list, solidifying the project schedule, and discussing the action plan for achieving that schedule.

This task also includes Michael Baker's project management and coordination activities and meetings with the City to achieve the action plan. Michael Baker's Project Manager will be available to City staff at any time during the course of the assignment to discuss the Project, coordinate and report on the Project schedule, address questions or issue areas if any, and ensure the City's expectations are met. Coordination meetings may be held to address the City's

comments on administrative draft documents and in preparation for public hearings. Additional management activities include monitoring the project schedule and budget, ensuring critical timeline milestones are met, and providing quality control review of all completed work products.

Task 2: Technical Investigations

As mentioned above, Michael Baker proposes to conduct technical investigations for: air quality, energy, greenhouse gases, biological resources, cultural and historic resources, noise, and transportation (VMT screening analysis). Details of these technical investigations are described in the subtasks below.

2A: Air Quality, Energy, and Greenhouse Gas Evaluations

Michael Baker will quantify the Project's air pollutant and greenhouse gas emission and evaluate the impacts of those emissions. Additionally, the Project's construction and operation energy uses will be assessed. The following descriptions identify the efforts involved in preparing these assessments.

- **Air Quality Evaluation:**

Characterize Existing Conditions/Regulatory Framework. The Project site is in the South Coast Air Basin, which is under the jurisdiction of the South Coast Air Quality Management District (SCAQMD). Baseline meteorological and air quality data developed through the California Air Resources Board (CARB) will be utilized for the description of existing ambient air quality. Air quality data from the nearest air quality monitoring station will be included to help highlight the existing air quality local to the project area. The analysis will also describe and address the requirements set forth by the SCAQMD CEQA Air Quality Handbook.

Evaluate Construction-Related Emissions. Based on data from the City, emissions generated during earthwork, paving, and building activities will be quantified. A general description of the major phases of construction and their timing will be required. The air pollutant emissions during construction will be compared to the SCAQMD regional thresholds of significance. If necessary, mitigation measures will be identified. Naturally occurring asbestos impacts will also be qualitatively discussed.

Evaluate Long-Term Emissions. Operational (i.e., area and mobile source) emissions will be quantified with the California Emissions Estimator Model (CalEEMod) and compared to the SCAQMD regional thresholds of significance. Primary sources of emissions will be related to area sources and local/regional vehicle miles traveled. Project consistency with the 2016 Air Quality Management Plan will also be evaluated.

- Evaluate Localized Emissions. The project site is located within the SCAQMD's Source Receptor Area 3 (Southwest Coastal LA County). Based on localized meteorological data for SRA 3, localized impacts will be analyzed based on the SCAQMD's localized significance thresholds methodology.

- **Energy Analysis**

Construction Energy Usage. Calculate construction energy usage through utilization of the CalEEMod model run developed for the air quality analysis to quantify the total hours off-road equipment will operate, the total worker miles traveled, and total haul and vendor truck miles traveled during construction of the proposed project. Utilize the fuel usage factors from OFFROAD2011 and off-road equipment operating hours to calculate the fuel usage from the off-road equipment. Utilize the vehicle fleet average miles per gallon rates from EMFAC2017 and the worker and truck vehicle miles traveled to calculate the fuel usage from on-road construction trips.

Operational Energy Usage. Calculate operational energy usage through utilization of the CalEEMod model run developed for the air quality analysis to quantify electricity and natural gas usage rates from operation of the proposed project as well the total vehicle miles traveled from operation of the project. Utilize the vehicle fleet average miles per gallon rates from EMFAC2017 and the total vehicle miles traveled to calculate the fuel usage from operation of the proposed Project.

Energy Efficiency. Provide an assessment of how the applicable renewable energy and energy efficiency rules and regulations will be implemented by the proposed Project and where possible, quantify the energy savings achieved through implementing each rule and regulation. If the Project is found to be inconsistent with any rule or regulation, provide mitigation to ensure the Project meets the requirements.

- **Greenhouse Gas Modeling**

The GHG emissions assessment for the Project will include an inventory of the 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) will be prepared based on the Project's land use data. CalEEMod will be used to quantify GHG emissions. Construction-related GHG emissions will also be quantified and evaluated. Reductions from project design features, as well as from recently adopted programs and regulations, will be included, such as improvements in fuel efficiency, state building code energy efficiency, and landscaping water efficiency. The Project-related GHG emissions will be assessed against thresholds deemed acceptable to the City. Consistency with applicable GHG reduction plans, such as the City of Rolling Hills Estates Energy Efficiency Climate Action Plan, will also be addressed.

The GHG emissions analysis will discuss potential global climate change impacts, the effects of GHG emissions, and the history of GHG emissions regulations in California. Project consistency with statewide GHG emissions reduction strategies such as the CARB Scoping Plan and the Regional Transportation Plan/Sustainable Community Strategy for the Southern California Association of Governments region will also be reviewed.

Deliverables

Vista Environmental will submit an electronic copy (PDF) of the CalEEMod and EMFAC printouts and any other calculations used in preparation of the Air Quality, Greenhouse Gas, and Energy impact analyses

2B: Biological Resources Assessment

Michael Baker will conduct a records search using the California Department of Fish and Wildlife's (CDFW) California Natural Diversity Database (CNDDDB), the California Native Plant Society's (CNPS) Electronic Inventory of Rare and Endangered Vascular Plants of California listings, and the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) project planning tool and Critical Habitat online mapper to determine which special-status¹ biological resources may likely occur on or within the general vicinity of the Project site. In addition, Michael Baker will review historic/current aerial photographs, U.S. Geologic Survey (USGS) topographic maps, U.S. Department of Agriculture (USDA) soil maps, as well as publicly available biological technical reports previously prepared for the Project site and/or surrounding vicinity to identify existing biological conditions and/or disturbances, and evaluate the potential for special-status biological resources to be present that could pose a constraint to implementation of the proposed Project.

Following the literature review, Michael Baker qualified biologists will conduct a general field survey/investigation to document baseline biological conditions and evaluate the potential for the Project site and surrounding areas to support special-status plant and wildlife species, including sensitive natural communities. The field survey will be conducted to document the presence/absence of special-status biological resources, or to determine the potential for occurrence of such resources that may not be detectable when the literature review is conducted. All plants, wildlife, and vegetation communities observed during the field survey will be recorded and mapped, if present.

Michael Baker will then prepare a letter report summarizing the information obtained during the literature review, methods and results of the field survey, and potential for special-status biological resources to occur on or within the vicinity of the project site. The report will also provide an analysis of potential Project-related impacts to biological resources and identify any additional surveys, regulatory approvals/permits, and mitigation measures that may be required to reduce impacts to below a level of significance. Geographic Information Systems (GIS) figures, site photographs, and records search results will be included as attachments to the final report to further enhance written text and support the impacts analysis.

¹ As used in this Scope of Work, "special-status" refers to those plant and wildlife species that are federally or State listed, proposed, or candidates; plant species that have been designated a California Rare Plant Rank by the California Native Plant Society; species that are designated as Fully Protected, Species of Special Concern, or Watch List species by the California Department of Fish and Wildlife; and State/locally rare natural communities.

Assumptions

- This task assumes one (1) field survey will be conducted and allows for one (1) round of review/revisions to the draft report before accepted as final. This task also assumes that the City of Rolling Hills Estates will provide full access to the project site, as well as keys to locked gates and advance notice to existing property tenants of our right of entry. Based on Michael Baker's review of the proposed project footprint, impacts to State or federal jurisdictional resources (e.g., waters of the U.S.) are not anticipated. Therefore, this task excludes the preparation of a delineation of jurisdictional waters. This task also excludes protocol/focused surveys for special-status plant and wildlife species.
- The reduced cost estimate assumes that the field survey is conducted at the same time as the coastal California gnatcatcher protocol surveys (below).

Deliverables

Michael Baker will submit an electronic copy (PDF) of the draft and final report to the City of Rolling Hills Estates.

California Gnatcatcher Protocol Surveys

As mentioned previously, the Project site is located less than one mile from a USFWS Critical Habitat for coastal California gnatcatcher (CAGN) (*Polioptila californica californica*), and based on review of aerial imagery, the Project site appears to contain suitable habitat (coastal sage scrub). Michael Baker will conduct CAGN protocol surveys within suitable coastal sage scrub habitat within the Project footprint and a maximum 500-foot buffer to be determined based on site topography (survey area). The intent of the surveys would be to determine 1) if CAGN occur in the survey area, and 2) if the Project would have the potential to result in take² of CAGN during its implementation. Surveys would follow the 1997 USFWS protocol, *Coastal California Gnatcatcher (Polioptila californica californica) Presence/Absence Survey Guidelines*.

Michael Baker's protocol survey effort would be conducted by a CAGN-permitted biologist. Because the survey area is not located within a designated Natural Community Conservation Plan (NCCP) area, a minimum of six (6) surveys would be required between March 15 and June 30 (breeding season), or up to nine (9) surveys between July 1 and March 14 (non-breeding season). These surveys would be spaced at least one (1) week apart during the breeding season or two (2) weeks apart if conducted during the non-breeding season. Surveys would be conducted between 6:00 am and 12:00 pm and would avoid periods of inclement weather in order to maximize bird detectability. Playback of CAGN vocalizations would be used prudently to establish where birds are. Nests would not be intentionally approached and no nest monitoring is proposed. The number and age class of any CAGN would be recorded in field notes with corresponding territory numbers, if observed. Observed territories would be numbered and mapped in the field on an

² "Take" is defined under the Endangered Species Act as "to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct."

aerial map and later digitized in GIS. Limits of mapped territories would be refined as necessary following each survey to determine where territories are in relation to the Project footprint.

Following the completion of the survey effort, Michael Baker would provide a letter report to the City of Rolling Hills Estates documenting specific survey methodology, results, and a discussion of the likelihood of the Project to take CAGN. Maps of the survey area and of survey results, including mapped territories, would be provided, along with relevant photos and a comprehensive list of all wildlife species observed during the surveys. The report would also be submitted to the USFWS within 45 days of the completion of the surveys, per the 1997 USFWS survey protocol, and would be submitted to the CDFW in January 2022 as part of annual permit reporting requirements.

Assumptions

- This task assumes up to nine (9) field visits will be conducted and allows for one (1) round of review/revisions to the draft report before accepted as final. This task also assumes that the City of Rolling Hills Estates will provide full access to the Project site, as well as keys to locked gates and advance notice to existing property tenants of our right of entry.
- Please note that should the Optional Task for CAGN surveys be authorized, the timeframe to complete the surveys and technical report would be approximately 21 weeks. Since this would affect the overall IS/MND schedule, Michael Baker recommends discussing the approach and possible measures to expedite the schedule upon authorization, as applicable.

Deliverables

Michael Baker will submit an electronic copy (PDF) of the final report to the City of Rolling Hills Estates for file, as well as to the USFWS within 45 days of the completion of the surveys and to the CDFW in January 2022 during annual reporting.

2c: Cultural and Historic Resources Evaluation

Michael Baker will complete the South Central Coastal Information Center (SCCIC) records search with a 1/2-mile search radius, literature and historic map review, historical society consultation, and archaeological and built environment field surveys of the Project area. We will evaluate the George F. Canyon Nature Center, which based on review of historic imagery, appears to have been built in circa 1971, for inclusion in the California Register of Historical Resources. The evaluation is required because the building is over 50 years of age and the Project proposes demolition of the building. The intent of the above-mentioned cultural resources identification efforts is to determine if there are historical resources, as defined in Section 15064.5(a) of the California Environmental Quality Act, within the Project site. The findings of the cultural and tribal cultural resources identification efforts will be summarized in a Phase 1 Cultural Resources Memo Report that can be appended to the environmental document.

Assumptions

- We assume permission to enter the Project site to complete the field surveys, and that there are no archaeological resources that require recordation or evaluation to the California Register of Historical Resources.
- Our schedule to prepare the Cultural and Historic Resources Evaluation Report assumes that SCCIC records will be received within four (4) weeks of request. Within the past year, Michael Baker has experienced that the SCCIC's timeframe to respond has varied from approximately 4 to 12 weeks.

Deliverables

Michael Baker will submit an electronic copy (PDF) of the draft and final report to the City of Rolling Hills Estates.

2D: Noise Impact Analysis

Michael Baker will conduct a noise analysis of the proposed Project that will focus on noise impacts during Project construction and operations. Due to the small size of the Project (i.e., less than an occupancy of 60) and the existing operations at the site, the Project is not anticipated to increase traffic volumes on adjacent roadways in a manner that would change the existing ambient noise levels in the Project area. The tasks for conducting this assessment are described below.

Characterize Existing Conditions/Regulatory Framework. The applicable noise and land use compatibility criteria for the project area will be reviewed. Standards regulating noise impacts will be discussed for land uses on and adjacent to the Project site.

Evaluate Construction-Related Noise and Vibration. Construction would occur during implementation of the proposed Project. Noise impacts from construction sources will be analyzed based on the anticipated equipment to be used, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. The construction noise impacts will be evaluated in terms of maximum levels (L_{max}) and hourly equivalent continuous noise levels (L_{eq}) and the frequency of occurrence at adjacent sensitive locations. Analysis requirements will be based on the sensitivity of the area, specific construction activities, and City Noise Ordinance specifications.

Evaluate Operational-Related Noise. Calculate the future Project exterior traffic noise contributions by comparing the Pre-Project and Post-Project noise contours on the study area roadways and compare the results with the City noise standards. Utilize either the FHWA RD-77-108 or SoundPlan noise prediction models and previously obtained reference noise measurements of the Project area noise sources (i.e., traffic along Palos Verdes Road North, residential activities, etc.) to calculate the operational onsite noise impacts to the nearby residential land uses and compare the results to the City's stationary noise standards. If an exceedance is found provide feasible mitigation to reduce the noise impacts to less than significant levels.

Deliverables

Vista Environmental will submit an electronic copy (PDF) of the Roadway Construction Noise Model Version 1.1 calculation printouts and any other calculations used in preparation of the noise impact analyses

***OPTIONAL TASK**

Optional Task: Paleontological Resources Evaluation

The Project site is located in a region of sensitive paleontological resources. As mentioned previously, in the event that the Project involves excavation of soils beyond engineered fills or previously disturbed soils, the Project may have the potential to encounter paleontological resources. As part of this analysis, Michael Baker will conduct a paleontological records search at the Los Angeles Museum of Natural History. The results of the paleontological sensitivity analysis would be included within the Phase I Cultural Resources Memo Report.

TASK 3: DRAFT IS/MND

3A: Administrative Draft IS/MND

Michael Baker will prepare an administrative draft IS/MND for review by City staff using the City's standard or preferred CEQA Initial Study and Environmental Checklist format. The IS/MND would include the analyses, findings, and mitigation measures using the technical studies completed under Task 2. Concise, explanatory, and annotated responses will be provided for all checklist responses in the 21 specific impact categories.

Assumptions

This cost estimate assumes that the City will manage the AB 52 consultation process.

Deliverables

- An electronic copy of the First Administrative Draft IS/MND will be submitted for review and comment by City staff.
- We will respond to City staff comments on the First Administrative Draft IS/MND, prepare appropriate revisions to the document, and submit an electronic version of the Proof Check and Final Draft IS/MND versions for the City's approval.

3B: Publish and Circulate IS/MND

This proposal assumes that the Project impacts would be adequately mitigated, as appropriate, to less than significant levels. Based on this assumption, we will make final revisions to the IS/MND as directed by City staff, compile the public-review draft IS/MND for the City's signature, complete a Notice of Intent to Adopt an MND, produce the requested number of printed and electronic copies of each, and send the NOI and Draft MND, including appendix materials, to the distribution

list to be developed in consultation with City staff. All items would be transmitted via certified mail, except any materials sent to the State Clearinghouse (if determined to be necessary), which would be shipped via a commercial carrier such as Federal Express or submitted electronically.

Deliverables

This proposal assumes that the document production would consist of the following:

- Notice of Intent to Adopt an MND: 50 printed copies
- IS/MND: 50 thumb drive copies and 2 printed copies (includes appendix materials)

Task 4: Final IS/MND Materials and Approvals

4A: Responses to Comments

While not required by CEQA, the City of Rolling Hills Estates may elect to prepare written responses to comments on the proposed IS/MND. Michael Baker is available to prepare responses to comments on environmental issues raised during the public review period. An administrative draft version of the responses to comments will be submitted to the City for review and comment. After receiving the City's comments and making the appropriate changes, we will submit a final version of the responses to comments to the City. We have budgeted up to 12 hours of technical staff time for this task.

Deliverables

Michael Baker will submit draft and final versions of the responses to comments to the City electronically.

4B: Mitigation Monitoring and Reporting Program

Baker will prepare an MMRP for the Project using the City's standard format. An administrative draft version of the MMRP will be submitted to the City for review and comment. After receiving the City's comments and making the appropriate changes, we will submit the final MMRP to the City.

Deliverables

Michael Baker will submit the draft and final versions of the MMRP to the City electronically.

4C: Public Hearings

Michael Baker's Project Manager and Project Director will be available to attend up to two public hearings on the Project. Upon request, we will also be available to assist City staff in preparing and presenting the environmental findings for the Project and will be available to answer questions regarding CEQA and the project's environmental document.

Deliverables

Attendance of Michael Baker's Project Manager and Project Director at public hearings (up to two).

SCHEDULE

Michael Baker International is committed to completing the Project in a time frame that meets the City’s needs. Our proposed schedule is outlined below and estimates a schedule of approximately 4 months from kickoff to the start of public hearings.

Tasks/Milestones	Duration (number of weeks)	Timeline	Action Items Upon Completion of Task
Project Initiation/Kickoff Meeting	1	Week 1	Prepare data needs list; commence technical studies; and begin preparation of Project Description and admin draft IS/MND.
Prepare Technical Studies	8 ⁽¹⁾	Weeks 1–8	City to review
Technical Study: CAGN Protocol Surveys	25 ⁽²⁾	Weeks 1 - 25	City to review
Prepare Administrative Draft IS/MND	8	Weeks 1–8	City to review administrative draft IS/MND and provide comments to Michael Baker
City Review of Admin Draft IS/MND	1	Week 9	Michael Baker to address City comments and prepare proof-check draft IS/MND
Prepare Proof-Check Draft IS/MND	1	Week 10	City to review proof-check draft IS/MND and provide comments to Michael Baker
City Review of Proof-Check Draft IS/MND	1	Week 11	Michael Baker to address City comments and prepare document for public review
Finalize IS/MND for Publication	<1	Week 12	City to prepare notices and circulate IS/MND for public review
City Circulation and Public Notification of IS/MND	<1	Week 12	City to publish, post, and distribute the Notice of Intent
Public Review Period ⁽³⁾	4	Weeks 13–16	City and Michael Baker to address comments
Prepare Responses to Comments and MMRP	1	Week 17	City to review responses to comments and MMRP
Public Hearings for Adoption of MND ⁽⁴⁾	3 (estimated)	Weeks TBD	City to file Notice of Determination with Los Angeles County Clerk
File Notice of Determination	<1	Week TBD	CEQA process/documentation complete

(1) The schedule for the Technical Studies assumes that SCCIC records for the Cultural and Historic Resources Evaluation are provided within four (4) weeks of request. Within the past year, Michael Baker has experienced that the SCCIC timeframe to respond vary from approximately 4 to 12 weeks.

(2) Please note that the CAGN surveys entail an overall timeframe of 25 weeks to complete, including up to 4 weeks for USFWS notification (including a mandatory 15 day waiting period) following by 21 weeks for the surveys and technical report. Since this would affect the technical report schedule and the overall IS/MND schedule, Michael Baker recommends discussing the approach and possible measures to expedite the schedule upon authorization, as applicable.

(3) Assumes a 30-day review period in the event that State Clearinghouse review is required.

(4) Assumes three weeks of hearings. Does not consider any actual hearing dates.

FEE AND CONTRACT

Our proposed revised fee to prepare an IS/MND and associated technical studies for the George F Nature Center Renovation Project is presented in the following table. Michael Baker assumes that if acceptable, the Project work would be conducted under Michael Baker’s existing Master Services Agreement contract with the City.

Tasks and Subtasks	Subtask Fee	Task Fee
1. Project Initiation, Coordination Meetings, and Project Management		\$4,640
2. Technical Investigations		\$38,805
a. Air Quality, Greenhouse Gas, and Energy Analysis	\$8,760	
b(i). Biological Resources Assessment	\$4,625	
b(ii). CAGN Protocol Surveys	\$11,395	
c. Cultural and Historic Resources Evaluation	\$10,025	
d. Noise Impact Analysis	\$4,000	
3. Draft IS/MND		\$18,520
a. Administrative Draft IS/MND	\$14,640	
b. Publish and Circulate IS/MND	\$3,880	
4. Final IS/MND Materials and Approvals		\$3,600
a. Responses to Comments	\$1,600	
b. Mitigation Monitoring and Reporting Program	\$400	
c. Public Hearings	\$1,600	
Total		\$65,565

Optional Tasks	Task Fee
Paleontological Assessment	\$1,970

GENERAL ASSUMPTIONS

Michael Baker assumes that no technical analyses other than those identified in the proposed scope of work provided herein will be required to complete the CEQA documentation for the project. If additional technical analyses become necessary, we would be available to conduct the studies per the mutual agreement of the City and Michael Baker.

Michael Baker assumes that the intended final design will generally occupy the development footprints shown in the *Vision Plan*, and will not encroach within the existing conservation easement on the trail.

Michael Baker has included up to 12 hours of technical staff time for responding to comments. If the level of effort required to address the comments received appears to be outside the scope of the allocated hours, our Project Manager will meet with the City to discuss suitable approaches to move forward, which can include additional City staff assistance, a mutually agreeable budget augmentation, or some combination thereof.

Michael Baker has included one City review of administrative draft versions of all documents included in our scope of work, as well as one proof-check draft version of the Initial Study. Should multiple reviews beyond those included in our scope of work be requested by the City, additional Michael Baker staff time may be necessary beyond the established budget. Should such a scenario arise, our Project Manager will meet with the City to discuss suitable approaches to move forward, which can include additional City staff assistance, a mutually agreeable budget augmentation, or some combination thereof.

Michael Baker assumes that the project description will not substantively change during the course of the assignment. Should the project description change during the course of work, additional Michael Baker staff time may be necessary beyond the established budget to revise/update the document and the analysis. Should such a scenario arise, our project manager will meet with the City to discuss suitable approaches to move forward, which can include additional City staff assistance, a mutually agreeable budget augmentation, or some combination thereof.

Based on preliminary project detail discussions with the City to date, the project is anticipated to result in a negligible increase in traffic, such that a vehicle miles traveled screening or analysis would not be necessary.

CLOSURE

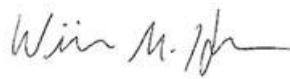
Michael Baker appreciates the opportunity to submit this proposal. Our proposed scope of work and corresponding fee have been developed to meet the City's needs and to satisfy CEQA requirements for the proposed Project. However, should the services proposed herein exceed or fall short of your expectations, we would appreciate the opportunity to meet with you to review your concerns, make the appropriate modifications to the scope of work, and revise the proposed fee accordingly.

Michael Baker stands ready to proceed with the proposed scope of work upon the City's authorization. If you have any questions regarding this proposal, please do not hesitate to contact me at (562) 200-7170 or jbellas@mbakerintl.com.

Sincerely,



John Bellas, LEED AP, ENV SP
Senior Associate/Project Director



William Hoose
Associate Vice President