

PROFESSIONAL SERVICES CONTRACT FOR CONSULTING SERVICES

This contract is entered into and effective on _____, by and between the CITY OF STOCKTON, hereinafter referred to as "CITY," and Michael Baker International, Inc. hereinafter referred to as "CONSULTANT."

Section 1 SCOPE OF SERVICES

Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide CITY the services described in Exhibit A, entitled "Scope of Services," attached to this Agreement and incorporated by reference. CONSULTANT shall not be compensated for services outside the scope of services as set forth in Exhibit A unless, prior to the commencement of such services: (a) CONSULTANT notifies CITY and CITY agrees that such services are outside of the scope of services to be performed; (b) CONSULTANT estimates the additional compensation required for the additional services; and, (c) CITY, after notice, approves the additional services and amount of compensation.

Section 2 COMPENSATION

CITY shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner as set forth in Exhibit A, attached to this Agreement and incorporated by reference, with a total not-to-exceed amount of \$500,000. Payments specified in Exhibit A shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement unless, pursuant to Section I above, CITY approves additional compensation for additional services.

CONSULTANT will submit monthly invoices to CITY for services completed and reasonable expenses incurred to the date of the invoice. All invoices will be itemized to reflect the categories of employees performing the requested tasks, the billing rate for each employee, and the hours for services.

All invoices sent by CONSULTANT to CITY shall be paid within thirty (30) days of receipt, provided supporting narrative and hours billed against the specific task allocations in the contract's scope of work (if any) are included and acceptable to the CITY.

Section 3
TERMS AND CONDITIONS OF AGREEMENT

1. Time for Commencement and Completion of Services: CONSULTANT shall commence services on the date first set out above, and shall prosecute the services to completion, unless the agreement is terminated, as provided for herein or modified by CITY and agreed to by CONSULTANT.

2. Facilities and Property: CITY agrees to make its facilities accessible to CONSULTANT as required for CONSULTANT's performance of its services.

3. License, Permits, and Compliance with Law: Prior to performing any services for CITY, CONSULTANT, if not already in possession of a valid City of Stockton business license shall obtain one at its own expense and maintain it for the duration of this Agreement. In addition, CONSULTANT represents that prior to commencing any services under this Agreement, it shall obtain and maintain at its own expense during the life of this Agreement any other licenses, permits, qualifications, and approval required to practice its profession and perform the contract services and shall comply with any and all applicable local, state, and federal laws in performing the contract services.

4. Relationship of Parties, No Third-Party Beneficiaries: CONSULTANT is an independent contractor under this Agreement. This Agreement gives no rights or benefits to anyone not named as a party to this Agreement, and there are no third party beneficiaries to this Agreement. In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CITY shall not control where and how services are performed. CITY shall not reimburse CONSULTANT for business expenses or supplies and shall not provide CONSULTANT with vacation, pension, insurance, or sick leave. CONSULTANT shall provide CONSULTANT'S own office, tools, and supplies and shall be free to engage in contracts with other persons or agencies, either public or private. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits. City agrees that it shall not, during the term of this Agreement, nor for a period of one year after termination, solicit for employment, hire or retain, whether as an employee or independent contractor, any person assigned to work under this Agreement who is or has been employed by Consultant. Should City desire to hire Consultant's employee, City agrees to pay Consultant equitable compensation for the loss of said employee.

5. Subcontracts: CONSULTANT may use the services of independent contractors to perform a portion of its obligations under this

Agreement with prior approval by CITY. Independent contractors and subcontractors shall be provided with a copy of this Agreement and shall agree to be bound by its terms. CONSULTANT shall be the responsible party with respect to all actions of its independent contractors and subcontractors, and shall obtain such insurance and indemnity provisions from contractors and subcontractors as CONSULTANT shall determine to be necessary.

6. No Discrimination: In performing the services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees and the engagement of any subcontractors on the basis of race, religion, color, national origin, ancestry, disability, marital status, pregnancy, medical condition, gender, sexual orientation, or political opinions or affiliation or any other criteria prohibited by law.

7. Insurance Requirements: CONSULTANT shall comply with the insurance requirements set forth in Exhibit B, attached to this Agreement and incorporated by reference. In addition, CONSULTANT, in accordance with the provisions of Section 3700 of the California Labor Code, shall secure at its own expense and maintain during the life of this Agreement, Workers' Compensation coverage for its employees as necessary to protect CONSULTANT and its employees under the Workers' Compensation Insurance and Safety Act. Such insurance shall be in a standard form and shall relieve CITY of all responsibility for such claims and or liability. CONSULTANT shall, prior to undertaking the work contemplated herein, supply CITY with a certificate of insurance evidencing that said insurance coverage is in full effect.

8. Indemnity and Hold Harmless: To the fullest extent permitted by law, Design Professional agrees to indemnify, including the cost to defend, the City of Stockton and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the City of Stockton; and does not apply to any passive negligence of the City of Stockton unless caused at least in part by the Design Professional. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

9. Standard of Performance: CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession. All services and/or products of whatever nature that CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing the profession of CONSULTANT and its agents, employees, and subcontractors

assigned to perform the services contemplated by this Agreement.

10. Ownership and Use of Documents and Electronic Media Deliverables: All completed reports and other data or documents provided or prepared by CONSULTANT in accordance with this Agreement are the property of CITY, and may be used by CITY at its own risk. Consultant shall not be held liable for any modification or re-use of the City-owned property for purposes outside its original intent, to the extent Consultant has not participated in the modification or re-use of the City-owned property.

11. Resolutions of Disputes, Forum, and Attorneys' Fees: The laws of the State of California shall govern the interpretation of and the resolution of disputes under this Agreement. Any dispute arising from this Agreement shall be adjudicated in the courts of San Joaquin County in the State of California. If any claim, at law or otherwise is made by either party to this Agreement, the prevailing party shall be entitled to its costs and reasonable attorneys' fees.

12. Termination: This Agreement shall commence on the date written above and shall expire on February 28, 2020; provided, however the parties may agree to change either the commencement or expiration date. . CITY may terminate this Agreement at any time by providing written notice to CONSULTANT. CONSULTANT may terminate this Agreement by providing thirty (30) days written notice to CITY. In the event CITY shall give such notice of termination, CONSULTANT shall immediately cease rendering services pursuant to this Agreement.

In the event CITY shall terminate this Agreement: (a) CITY shall have full ownership and control of all writings which have been delivered by CONSULTANT pursuant to this Agreement and all drafts of reports and writings which form the basis for any writing or report which would have been otherwise delivered to CITY pursuant to this Agreement; (b) CITY shall pay CONSULTANT the reasonable value of services rendered by CONSULTANT pursuant to this Agreement; provided, however, CITY shall not in any manner be liable for lost profits which might have been made by CONSULTANT had CONSULTANT completed the services required by this Agreement. In this regard, CONSULTANT shall furnish the CITY such financial information as in the judgment of the CITY representative is necessary to determine the reasonable value of the services rendered by CONSULTANT.

13. Notices: All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender (may be other than the representative referred to in Paragraph 13 above), and delivered by facsimile with a hard copy mailed first class, postage prepaid, or when sent by a courier or express services guaranteeing overnight delivery to the receiving party, and addressed to the respective party as follows:

To CITY: City of Stockton
City Hall
425 N. El Dorado Street
Stockton, CA 95202
Attn: City Manager

To CONSULTANT: Michael Baker International
2729 Prospect Park Drive, Suite 220
Rancho Cordova, CA 95670
Attn: Philip O. Carter

14. Entire Agreement: This document, including all exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement.

15. Severability: If any portion of this Agreement or its application to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16. Headings, Assignment and Waiver: The headings in this Agreement are inserted for convenience only and shall not constitute a part of it. Neither party to this Agreement shall assign its duties and obligations hereunder without the prior written consent of the other party. A waiver of any part or any provision of this Agreement, or a waiver of any breach of this Agreement, must be provided in writing and shall not be construed as a waiver of any other provision or any succeeding breach of the same or any other provisions herein.

17. Auditing: CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon two weeks advance request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspection and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

18. Integration and Modification: This Agreement represents the entire integrated agreement between CONSULTANT and CITY; supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties; and may be amended only by written instrument signed by CONSULTANT and CITY.

19. Authority: The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

20. Force Majeure. In no event shall either City or Consultant have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the other party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.

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IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written.

CITY OF STOCKTON,
a municipal corporation

MICHAEL BAKER INTERNATIONAL,
INC.

By _____
KURT O. WILSON
CITY MANAGER

By _____
PHILIP O. CARTER
VICE PRESIDENT

ATTEST:

BONNIE PAIGE
CITY CLERK OF THE
CITY OF STOCKTON

APPROVED AS TO FORM & CONTENT:

By _____
JOHN M. LUEBBERKE
CITY ATTORNEY

EXHIBIT “A”

SCOPE OF SERVICES

Michael Baker’s Staffing – Flexibility to Meet Changing Demands

We know that work levels and resulting staffing needs in public agencies will rise and fall in the future, just as they have in the past. We have helped our clients through the “boom times” and we’ve weathered the downturn of the “Great Recession” with our client agency partners. Through both the ups and the downs, we have helped public agencies smooth out volatile workload demands and live within means and revenues fell.

Beyond the ability to respond to rising and declining levels of development activity, our staff has allowed many of our client agencies to meet their obligations in the most cost effective manner. Often a client agency relies on our technical experts when needed, and then releases our staff to assist with other assignments. Not every agency needs a full time biologist, noise specialist or architectural historian, but most agencies have occasional need for such services. A service contract with Michael Baker provides immediate access to a diverse group of professionals – with a quick response, easy work initiation and no downside when work slows. The combination for many clients and a large pool of professional staff allows Michael Baker to flex and assign resources where and when they are needed.

Also important is how Michael Baker will assign staff based on particular work needs. In some instances, use of assistant-level planning staff will fully suffice in meeting certain program requirements as spelled out in the City’s RFP. This approach can equate to lower costs to the City and/or applicants, while still ensuring prompt service in response to City needs. When more senior-level staff members are needed, Michael Baker will assign staff in direct response to program needs.

Michael Baker will also make staff available (on-site or off-site) for special assignments, including processing of expedited reviews or project management as necessary or desired. Our Northern California agency staffing team is available to add capacity to expedite development project reviews at any time, working under the direction of our on-site manager, Brian Millar. Mr. Millar has extensive and recent experience in Stockton working with the Department providing on-site management of Planning services, and understands its processing systems, local development issues, and the critical importance of provision of quality customer service to Stockton residents and the business community.

We have great depth of experience in long-range planning (general plans, zoning codes, design guidelines), which would be overseen by Pam Johns.

Our technical staff is available to provide a host of services such as community planning and urban design, public engagement/outreach, housing services, municipal financing, CEQA and NEPA compliance, and state and federal agency permitting under the direction of Patrick Hindmarsh and Joyce Hunting.

1. General Planning Management Services

The City has requested a number of services within its RFP under the heading of General Planning Management Services that are critical to the successful operation of an agency planning department. As staff with years and, in some cases decades, working in the public sector setting, we understand all of these functions and why they are so critical.

As the on-site Project Manager, Mr. Millar would lead the majority of these efforts and would work closely with the Deputy Director to ensure work quality meets City expectations, that our staff understands the “big picture” in the City of Stockton, and that we assist the Deputy Director, the Department and the City organization in achieving its goals.

- Participate in department meetings as assigned or requested. Michael Baker senior staff will attend all key meetings as determined appropriate by the City.
- Support the Deputy Director in developing planning and related policies and procedures. Michael Baker senior staff will assist in reviewing and developing policy and procedures, as requested. This work was underway during Mr. Millar’s previous engagement with the City and he will be available to continue to oversee this effort.
- Michael Baker staff would adhere to all performance measures as established by the City and Mr. Millar would review, monitor and report to the Deputy Director on compliance with performance measures.
- Our staff will be available to support the Planning Commission and City Council on an as needed basis and would be available to complete technical research, assist with developing policy and program option, meeting facilitation and other tasks as required.
- Our staff would support the Deputy Director in forecasting workload, evaluating revenue sources, and developing budget needs. Michael Baker will work closely with the Deputy Director to identify projected workloads in the near term (weeks in advance) and in the longer term (six month horizon) to assist with departmental budgeting and to ensure an appropriate level of response in Michael Baker staffing.
- Michael Baker staff would be available to represent the Department and/or City at meetings (City Manager, Assistant City Manager, City Council, Planning Commission, regional planning functions. Public Outreach, developer-requested, etc.). Specific staff members would be determined based on level of significance and background in specific issues of concern. Regarding public outreach, Michael Baker has a dedicated team for public outreach and community engagement that is available as needed to support City projects.
- Mr. Millar will coordinate project assignments and workload management for Michael Baker staff, in consultation with the Deputy Director.

- Michael Baker employs various strategies to ensure quality control and accuracy within correspondence and staff reports. For complex documents we utilize both senior staff review to ensure technical adequacy (comprehensive analysis, well founded findings and determinations, etc.) and technical editor review (ensure clarity of language, correct references, etc.). Level of review of correspondence varies with subject matter, context and significance of issues.
- Regional agency coordination would typically be provided by Associate and/or Senior Planner level staff. As issues of regional significance arise, our staff would alert Mr. Millar and the Deputy Director and seek direction on how the City wishes to engage on the issue.

In addition to the services identified in the RFP and described above, Michael Baker has tremendous professional diversity within our staff and may have additional services that would be of value to the City, including:

- Managing Cost Recovery for development projects. Our staff commonly works within agencies that review development projects on a cost recovery basis. To the extent Stockton operates under a cost recovery model, our staff is ready and prepared to ensure effective cost tracking and would be available to share lessons learned within our many client public agencies.
- Michael Baker's Public Outreach/Community Engagement team includes certified facilitators that are trained to help groups clarify and achieve their goals. These skills can be applied departmental level (evaluation and improvement of departmental practices), at the City level (coordination on efforts of Citywide significance, and in the public realm (in support of both City-sponsored projects and developer driven applications).
- While the public may only see one Michael Baker staff member at the public counter, our client agencies have the full knowledge and capabilities of the company available with no more than an e-mail or a phone call. Our staff members regularly send out queries on best practices, adopted policy documents and other resources that allow us to move quickly and provide great results for our clients.

The Michael Baker team is ready and able to integrate with agency staff and move forward seamlessly with providing services to the City and to the community. We consider it a great compliment when members of the public meet our staff and accepts us as members of the City staff. Our agenda within a public agency is established by the Council adopted policies and the direction of our client manager.

Mr. Millar will be the primary interface with the Deputy Director to ensure that our staff clearly understand City expectations and that our staff meets or exceeds those expectations.

2. Current Planning Services

Michael Baker has provided current planning staff support to agencies throughout California. We provide whatever level of support each client agency requires, from on-call as needed to full-time multi person departments and from minor use permits to major specific plans. Given the improving economy and the

growth projected for San Joaquin County and the City of Stockton, Michael Baker's contract planners are an effective solution to meet volatile workloads.

Described below is the range of services that Michael Baker is able to provide to support Current Planning in the City of Stockton. Our staff is able to assist with processing development applications, ensuring condition and mitigation measure compliance with prior approvals through the construction and operation process, and assisting the general public with planning inquiries. Described below is the range of services and general approach for Current Planning activities when our staff provide full service planning department services. We will work with the City of Stockton to tailor services that meet the City's specific needs.

Many of the functions described below would require dedicated staff assigned to work within the City to ensure immediate availability for customer service and consultation with City departments. For larger project reviews we have found that a combination of on-site staff for immediate coordination/communication and off-site staff for technical project review can be an effective combination. Michael Baker would work with the City to define the optimal staffing configuration to provide any or all of the following services:

- Michael Baker staff would provide full- or part-time counter planners to assist the public and free up more senior City planning staff. Typical functions may include front counter staffing (general public inquiries, replies to phone/email correspondence), completion of building permit review and plan checks on a schedule as prescribed by the City, processing of other ministerial development permits, and review of business license applications.
- Organization and oversight of pre-application meetings. Tasks would include working closely with prospective applicants, scheduling of pre-application meetings, calculation of application fees, and continued applicant assistance as they work toward filing a formal application. This task would typically be completed by the planner to be assigned to the project and would be accomplished consistent with City standard procedures.
- Application material review and intake. Michael Baker would work closely with applicants during initial project review intake. This review would seek to resolve any outstanding issues at that time to ensure that submittal materials adhere to City policies for intake and project processing.
- Application routing, including delivery of the routing packages to all applicable City departments and identified outside agencies. We typically accomplish routing via digital transmittal to ensure prompt delivery and clearly state required response periods.
- Application completeness reviews and related correspondence preparation. Michael Baker would review project applications to ensure completeness reviews and communicate completeness status to project applicants in compliance with the Permit Streamlining Act.
- Development Review Committee. This function varies from city to city, ranging from an internal technical team to a decision making body with authority over administrative project approvals. We would be available to support the City in whatever capacity required.

- Project analyses and prepare CEQA documentation. Michael Baker staff would be available to conduct thorough evaluations of all development proposals, and, where required by CEQA, prepare appropriate environmental documentation, including mitigation measures. Please see Environmental Planning Services, for more information about these services.
- Project file and data maintenance, and necessary records management support. This service also ensures quick and easy access by the public to project files. Practices will be consistent with the City's current record retention policy.
- Preparation of staff reports and other internal and external correspondence, as well as other support functions. Michael Baker would anticipate working closely on project reviews and staff reports with all involved departments within the City – we understand the planner may be the face of the project review, but successful project reviews require a coordinated team effort.
- Site inspections related to residential and nonresidential projects. This can include initial site views as part of application reviews through project completion and construction.
- Planning Commission Meetings. Our staff is ready and able to assist with all steps of preparing for and conducting effective Planning Commission meetings, including preparation and review of Commission agendas, circulating public hearing notices, preparing Commission packets, preparing the Council Chambers, attending Commission meetings and presenting projects, and reviewing Commission minutes.
- Through years of working as agency staff, we have great resources available to support Planning Commission and City Council efforts. Michael Baker staff would be available to provide Council and Commission training sessions on best practices and changing planning regulations, samples of regulatory documents from other agencies or professional guidance on key issues of concern.
- Support Boards and Commissions. Our staff is available to support City boards and committees such as the Cultural Heritage Board, Development Review Committee and Architectural Review Committee as needed – we have subject matter experts in all these fields.
- Attendance and presentation at public hearings before the City committees, Planning Commission, and City Council. Michael Baker staff will attend all public hearings to provide project reports and be responsive to questions from City departments, Commissioners, Councilmembers, and the public.
- As an extension of City staff, Michael Baker' planners would monitor compliance with project conditions of approval and mitigation measures. We would accomplish compliance either within the City's standard system or through a COA/Mitigation Monitoring database that Michael Baker has developed for this specific purpose. Compliance monitoring would extend from the permit review and issuance process through project construction and can include on-site inspections and follow-up actions with developers as needed.

- Closeout of applications. Michael Baker would ensure all project files are organized and all key documents are in place as part of the closeout procedure. Files will be maintained consistent with the City's record retention policy.

Related to the above, Michael Baker would work closely with City staff to project workload in advance to ensure staff availability. We recognize the at times workloads will shift dramatically and we will respond accordingly. However, to the extent we can work with the City to project staff needs we will be better prepared and more able to provide exactly the service needed by the City.

In addition to the current planning activities described within the RFP, Michael Baker staff would be available to assist the City with various support services, including:

- Michael Baker's Housing Services team can provide guidance or manage CDBG programs, Neighborhood Stabilization Program, California Department of Housing and Community Development programs and grants and CEQA and NEPA for housing programs and projects. We are also available to support construction projects, from payroll file review, to site worker interviews, to audit preparation and have well established expertise in housing policy and Housing Element Updates.
- Our Municipal Finance division is well versed in funding mechanisms and the technical studies required to support the establishment of municipal funding mechanisms.
- Michael Baker's Climate Services Division has deep expertise in compliance with climate change regulations and in climate adaptation planning.
- Our Cultural Resources Division is available to ensure timely processing of development applications and CEQA analysis requires effective consultations under SB 18 (general plan amendments) and AB 52 (CEQA). Michael Baker's staff includes cultural resource experts that are well versed in completing mandatory tribal consultations.
- Michael Baker would be available to assist with regular updates to the City's website to ensure convenient availability of project information to the greater Stockton community.

Michael Baker brings a team with great depth of experience and many years of service working within public agencies. Our goal is to assist our client agencies in whatever manner is most beneficial, from occasional on-call services to providing entire departments.

Brian Millar will provide senior oversight of the Current Planning services of Michael Baker staff. He will be supported in these efforts by Sara Allinder, Martti Eckert and Masud Kiburi-Cunningham. Other Michael Baker staff would be assigned as needed to meet the City's staffing requirements.

3. Long Range Planning and Special Projects

Michael Baker is uniquely qualified to undertake the City's long-range planning and special projects requirements. In addition to our agency staff services, we provide a broad range of services with subject

matter experts in community planning, urban design, public outreach, housing and community development, sustainability and climate change, municipal finance, environmental review, and biological and cultural resources.

Michael Baker's staff have experience throughout the San Joaquin and Sacramento Valley regions and understands the inner workings of the governmental bodies with which the City of Stockton needs to interact and work in order to achieve its long-range goals/vision as expressed by the City Council. Michael Baker is also connected to communities throughout the state, giving us the ability to bring best practices from various cities to Stockton.

Michael Baker is prepared to provide the necessary staffing to enable the City to undertake all of its long-range planning and special projects. Pam Johns will serve as the overall Long Range Planning and Special Projects Lead, with support from Jeff Henderson (General Plan and SOI Lead), Loreli Cappel (Urban Design and Revitalization), Patrick Hindmarsh (Environmental Services), Joyce Hunting (Biological Services Lead), Abby Woods (Community Engagement Services Lead), Tammy Seale (Sustainability and Climate Change Lead), Jennifer Gastelum (Housing Services Lead), and Derek Wong (Municipal Finance Lead). Each of these subject experts will be supported by additional staff as needed and determined appropriate by the City.

Michael Baker is prepared to undertake any and all Long Range Planning and Special Project assignments based on the creation of task orders, which would include specific scopes of services, delivery schedules, product(s) to be delivered, and/or meetings to be attended, as well as defining the fixed price to undertake individual assignments. For the long range and special project services listed below, we have identified staff leads with deep experience to lead or advise accordingly,

- **Provide Support to Planning Commission and City Council.** In addition to the current planning services associated with project review for development entitlements, Michael Baker would provide any necessary or desired support to Stockton Planning Commission and City Council in the form of training, education or analysis on a specific topic or community concern. Pam Johns would serve as the Michael Baker's Task Lead for any special requests of this nature and will ensure proper consultant staffing in coordination with City staff.
- **General Plan Amendments.** Michael Baker would provide any focused or comprehensive update to the City's General Plan text or land use plan as needed or desired. We would also prepare required annual reports. While the City is currently in the process of a comprehensive update, interim or subsequent focused amendments be needed or desired in response to State legislation, changes in policy direction or priority, response to unforeseen opportunity, etc. We've prepared General Plan updates in dozens of communities throughout California with diverse issues and considerations in recent years and are ready to assist with any task, including management of other consultant work. Jeff Henderson would serve as Michael Baker's Task Lead for all General Plan work.
- **Code Update/Zoning Amendments.** Michael Baker would prepare focused or comprehensive updates to the City's Development Code as needed or desired to respond to General Plan changes, new State legislation, case law, best practices, or local preferences. We would also

perform annual updates in coordination with staff and current planning team to incorporate interpretations, clarify ambiguities, or amend regulations. Pam Johns would serve as Michael Baker's Task Lead for any zoning work.

- **Sphere of Influence Studies.** Michael Baker would also lead evaluation efforts related to any annexation or other actions that may involve adjustments to the City's SOI. Jeff Henderson would serve as Michael Baker's Task Lead for any SOI studies.
- **Climate Action Planning and Support Services.** Michael Baker would oversee planning and corresponding support services associated with implementation of the City's Climate Action Plan. This includes the services and support associated with the Development Oversight Commission and Climate Action Plan Advisory Committee. Our sustainability and climate change staff are submit matter experts in all areas of climate change planning and implementation, resiliency and adaptation. Michael Baker's Task Lead for these services would be Tammy Seale.
- **Habitat Conservation Plans.** Michael Baker would manage, support, and/or provide technical studies for any habitat conservation plan. Our staff have been involved in a leadership role for more than 10 years with the South Sacramento South Habitat Conservation Plan. Joyce Hunting would serve as Michael Baker's Task Lead for resource planning.
- **Other City-initiated Projects.** In addition to the above listed long range planning and special project services, the Michael Baker team would be capable of managing or supporting other City-initiated projects. Examples of other services we provided as an extension of our agency staff contracts are listed below, along with the corresponding Michael Baker Task Leads.

Urban Design/Master Planning. Our urban designers, architects, and landscape architects can prepare design guidelines, master plans, streetscape plans, conceptual site plans, and wayfinding plans. We can also provide peer review services for developer initiated specific plan and master plan documents. Loreli Cappel would be Michael Baker's Task Lead for urban design services.

Community Engagement. Michael Baker has a team of public outreach specialists that are certified through the International Association of Public Participation. We can develop and execute outreach strategies and conduct a wide range of outreach meetings and on-line engagement opportunities. Michael Baker's Task Lead for community engagement would be Abby Woods.

Housing and Community Development. Our housing staff have prepared Housing Elements in over 75 communities throughout California. We also specialize in housing element implementation and Community Development Block Grant (CDBG) management and administration on behalf of entitlement communities. Jennifer Gastelum would serve as Michael Baker's Task Lead for housing and community development services.

Municipal Finance. The Michael Baker team can also provide any fee study or finance plan needed or desired to support services, infrastructure, master plans, or fee updates. Michael Baker's Task Lead for municipal finance services is Derek Wong.

Michael Baker is ready and able to participate in or guide long-range planning and special projects as requested by the City.

4. Environmental Planning Services

Our environmental compliance staff members are experts in compliance with CEQA, NEPA, and other state and federal environmental planning laws and regulations.

Our staff members not only attend regular classes and workshops on environmental compliance, but they participate in the education of other professionals through instruction and giving presentations for University of California Extension programs, APA, and AEP, including participation on the AEP Annual Advanced CEQA Workshop Curriculum development, AEP Climate Change Committee, and AEP Legislative Committee.

We are known for our practical approach to CEQA compliance for local agencies (cities and counties), and currently provide extension of staff services as environmental coordinators to several city and county planning departments, managing their entire CEQA and NEPA environmental compliance processes (project inception, environmental review, approval, and project construction). Specifically, we provide the following environmental processing and documentation services:

Michael Baker International's Environmental Services

Service Type	Skills	
Technical Studies	• GIS • Biological Resource Analysis (General Field Surveys, Focused Surveys, Minimal Impact Natural Environmental Survey Reports, Natural Environmental Survey, Biological Assessments, Wetland Delineations) • Cultural Resources Studies • Senate Bill 18 and Assembly Bill 52 Consultation Assistance • Community Impact Analysis • Environmental Justice Evaluations • Visual Impact Analysis (Line of Sight Analyses and Massing and Visual Simulations)	• Hydraulic Studies • Air Quality Analysis (using California Emissions Estimator Model [CalEEMod], ClearPath, EMFAC, CALINE, AERMOD, BREEZE) • Health Risk Assessments • Noise Analysis (using FHWA-RD-77-108, Traffic Noise Model 2.5, and SoundPlan) • Greenhouse Gas Analysis • Greenhouse Gas Reduction Plans • Vulnerability/Adaptation/Sustainability Plans • Water Supply Assessments

Service Type	Skills	
Environmental Documents	• Categorical Exemptions/Exclusions • Initial Studies/Negative Declarations • Environmental Assessments/Findings of No Significant Impact • Environmental Impact Reports (Program, Project, Subsequent, Supplemental, Addendum)	• Environmental Impact Statements • 4(f) Evaluations • CEQA Findings of Fact/Statement of Overriding Considerations
Public Noticing	• CEQA Notices (Notice of Preparation, Notice of Completion, Notice of Availability, Notice of Intent to Adopt a Negative Declaration, Statement of Findings, Notice of Determination)	• NEPA Notices (Notice of Intent, Record of Decision, Findings of No Significant Impact)
Public Outreach	• Public Notices • Public Ads • Scoping Meetings	• Public Hearings • Focused Discussion Groups • Consensus Building
Regulatory Assistance and Permitting	• Section 7 Consultation • Section 106 Coordination • 1602 Streambed Alteration Agreements • Section 401 Permits • Section 404 Permits • Habitat Conservation Plans	• Natural Community Conservation Plans • 2081 Incidental Take permits • Mitigations Plans (including Restoration Plans) • Resource Management and Monitoring Plans • Resource Avoidance and Minimization Plans

Unique Environmental Assistance Services

In addition to the above environmental documentation and compliance services, we also provide assistance in the areas of peer review and management of environmental documents prepared by other consultants on behalf of agencies and the processing of environmental documents subject to Caltrans and HUD environmental review process for NEPA compliance.

The Environmental Planning Division will be responsible for managing and/or completing the environmental review of all public projects and private development projects subject to CEQA and NEPA. The division will also manage and carry out special projects related to habitat and natural resources, as well as provide environmental review support to Public Works for a variety of projects.

Michael Baker believes there should be increased coordination with the Planning Department, Public Works Department, and City Attorney's Office as it relates to the preparation of and compliance with all

environmental requirements. As part of our proposed performance measures, Michael Baker will identify routine coordination meetings that should be held to ensure that all parties remain on the same page relative to environmental activities being undertaken.

Project applicants and the City have the option of using the services of Michael Baker (requesting specific scopes of services, timelines, and cost estimates) or requesting scopes of services, timelines, and cost estimates from the City's on-call environmental firms list. Michael Baker is ready to manage and/or undertake any needed environmental services for the City. Michael Baker also understands that there are no assurances regarding the amount of workload associated with this environmental task.

Michael Baker has both provided specific environmental services and managed services of other professional consulting firms on behalf of our client agencies throughout the state.

Activities identified in the City's RFP that will be provided include the following:

- Preparation of **initial studies** including special technical reports such as biological assessments, cultural resources, noise, traffic, and hazardous waste studies. Michael Baker's cultural resources team is called on for a multitude of projects, including cultural resources identification studies; underwater archaeological surveys; archaeological monitoring and excavation; tribal consultation; preservation planning; built environment surveys; historic context development; California Register of Historical Resources (California Register), and local register evaluations and nominations; and compliance documentation necessary to address requirements of CEQA. Native American consultation pursuant to SB 18 and AB 52 is completed in close consultation with the City and is documented in the appropriate environmental document.
- Preparation of **Wetland Delineations and Other Biological/Technical Reports** Michael Baker biological resource staff has extensive experience providing environmental compliance work include wetland delineations, protocol level surveys for special status species, and habitat assessments. Our biologists have an extensive understanding of state and federally listed species including, but not limited to, Swainson's hawk, giant garter snake, valley elderberry longhorn beetle western burrowing owl, vernal pool crustacean, and anadromous fish. Our staff frequently coordinates with United States Fish and Wildlife Service, California Department of Fish and Wildlife, United States Army Corps of Engineers, and the Regional Water Quality Control Board. In addition, Michael Baker is experienced in satisfying the requirements of CEQA and NEPA and the California and Federal Endangered Species Acts.
- Preparation of **cultural resource assessment, architectural history studies, AB 52 consultations** Michael Baker regularly surveys and evaluates buildings, railroads, roadways, bridges, water conveyance features, historic districts, landscapes, and prehistoric and historic archaeological resources for inclusion in the California Register, and various local registers throughout California. Local register evaluations are developed in consultation with the City of Stockton Cultural Heritage Board.
- **Peer Review and Management of Environmental Document Preparation by Other Consultants on Behalf of Agencies** – We provide this service for the Cities of Stockton, Elk

Grove, Rancho Cordova, Pasadena, Wildomar, and Eastvale and the Counties of El Dorado and Santa Clara. Key aspects of this work effort include:

- Technical review of the environmental document, including assumptions and modeling associated with air quality, greenhouse gases, noise, and traffic to verify consistency with City expectations and industry standards.
- Confirmation that the environmental document meets the content and analysis requirements set forth in CEQA and the CEQA Guidelines.
- Comparison of the environmental document analysis to published case law, including the recent State Supreme Court cases (*California Building Industry Association v. Bay Area Air Quality Management District* and *Center for Biological Diversity v. California Department of Fish and Wildlife*).
- Confirmation that the comments received have been addressed in some form in the environmental document.
- **NEPA Compliance Associated with Caltrans and HUD** – We manage and prepare the following HUD CDBG environmental compliance under NEPA for local agencies:
 - Environmental assessments
 - Finding of no significant impact
 - Notice of intent to request release of funds
 - Statutory worksheets

In addition, we routinely work on projects that are proposed on state or federal highways are processed through the California Department of Transportation (Caltrans) Local Programs department. We prepare these NEPA/CEQA documents in Caltrans' accepted format, following the Caltrans Project Development Procedures Manual (PDPM), Standard Environmental Reference and Annotated Outlines for MNDs, EIRs, EAs, EISs, technical studies, and related materials. We are also familiar with Caltrans processes associated with its NEPA delegation and have been successful processing projects through the Caltrans QA/QC process.

- Tracking of **mitigation monitoring compliance** through electronic **database system**
- Maintenance of the **administrative record** for environmental documents
- **Water supply assessments**
- **Air quality** impact analysis
- **Health risk assessments**
- **Greenhouse gas emission** and impact analysis
- **Noise** impact analysis
- **Historic and archaeological resource** analysis (including required Native American consultation for projects)

- **Traffic** impact analysis (to be coordinated with Public Works)
- **Visual** simulations
- Staff training
- **GIS** (update zoning maps, planning operations support, biological services support, floodplain evaluations, census data analyses, address labels)
- **Biological services:**
 - Field studies
 - ESA permitting (404 permitting and 401 water quality certification) and conditions compliance reporting
 - Programmatic Streambed Alteration Agreement 1602 Management and Monitoring (12-year renewal in process)
 - Permitting compliance monitoring
 - Restoration planning, implementation, and monitoring
 - Peer review for technical studies
 - SSHCP coordination
 - Regulatory agency coordination
 - On-call services (plan check review, permit coordination)
 - Arborist reports
- Project Review for Exemptions under CEQA
- Review of Environmental Documents Prepared by Applicants, City Departments, and Outside Agencies
- Preparation of CEQA Documents (Negative Declarations, Mitigated Negative Declarations, Environmental Impact Reports, Mitigation Monitoring and Reporting Programs)
- **Preparation of Caltrans Compliance Documents** - Projects that are proposed on state or federal highways are processed through the Caltrans Local Programs department. Michael Baker prepares these NEPA/CEQA documents in Caltrans's accepted format, following the Caltrans Project Development Procedures Manual, Standard Environmental Reference and Annotated Outlines for mitigated negative declarations, environmental impact reports and statements, environmental assessments, technical studies, and related materials. We are also familiar with Caltrans's processes associated with its NEPA delegation and have successfully processed projects through the Caltrans QA/QC process.
- **Preparation of NEPA Documents** - Michael Baker is experienced in satisfying the requirements of CEQA and NEPA. Our firm has prepared categorical exemptions/exclusions, environmental assessments, and environmental impact statements to satisfy NEPA requirements and initial studies/mitigated negative declarations and environmental impact reports to satisfy CEQA requirements. Our work includes ensuring adequate review of the environmental documents to address the local agency's needs as well as negotiating with regional, state, and federal permitting agencies on permits and approvals for projects.

Attachment A

Patrick Hindmarsh, Joyce Hunting, Amberly Morgan, Dayna Winchell, and Nicole Jordan-Davis will be the primary Michael Baker staff providing environmental planning services support to the City.

PROFESSIONAL FEE AND EXPENSES

Michael Baker is committed to providing high quality services which are efficient and responsive to the changing needs of the City of Stockton. Our goal is to provide services when needed and as needed to ensure that our services meet expectations. By relying upon a range of staff with varied professional backgrounds and levels of experience, Michael Baker will ensure that our staff services are cost-effective and meet the needs of the City. Provided below are standard bill rates that we propose for services to the City of Stockton. These positions would allow Michael Baker to respond to all of the services described within the City's RFP. Additional subject matter experts and technical support staff would be available as needed to assist the City.

Michael Baker International, Inc. Hourly Rates August 2016 City of Stockton Comprehensive Planning Services*			
Senior Project Manager	\$180	Senior Biologist	\$170
Project Manager	\$155	Biologist II	\$130
Senior Planner	\$130	Biologist I	\$90
Associate Planner II	\$115	Geology Specialist II	\$150
Associate Planner I	\$105	Hydrology Specialist II	\$175
Assistant Planner II	\$90	Facilitation Specialist II	\$120
Assistant Planner I	\$80	GIS Analyst II	\$100
Planning Technician	\$70	GIS Analyst I	\$80
Senior Environmental Specialist	\$165	Finance Analyst II	\$165
Environmental Specialist II	\$135	Finance Analyst I	\$130
Environmental Specialist I	\$115	Grant Specialist II	\$120
Cultural Resource Specialist II	\$130	Grant Specialist I	\$100
Cultural Resource Specialist I	\$90	Grant Administrator	\$80
Air Quality/Noise Analyst II	\$130	Technical Editor	\$80
Air Quality/Noise Analyst I	\$75	Administrative Support	\$60

* Standard rates are subject to an annual increase of 1.5%, Effective July 1 of subsequent years

Key Staff Summary

Provided below are key staff members that would assist the City of Stockton and the billing classification for each individual. As project managers and service line leads, most of these individuals would be supported by team members with appropriate levels of experience and billing rates that would allow efficient and cost effective completion of assignments as required by the City.

Management/Current Planning	
Paul Junker	Senior Project Manager
Brian Millar	Senior Project Manager
Pam Johns	Senior Project Manager
Sara Allinder	Senior Planner
Martti Eckert	Associate Planner

Attachment A

Masud Kiburi-Cunningham

Assistant Planner

Long Range Planning and Special Projects

Jeff Henderson	Project Manager
Loreli Cappel	Project Manager
Abby Woods	Project Manager
Tammy Seale	Project Manager
Jennifer Gastelum	Project Manager
Patrick Hindmarsh	Project Manager

Environmental Services

Amberly Morgan	Environmental Specialist II
Dayna Winchell	Biologist II
Nicole Jordan-Davis	Cultural Resources Specialist II
Margo Nayyar	Cultural Resources Specialist I
Seth Meyer	Environmental Specialist I
Joyce Hunting	Senior Biologist
David Muller	Water Resources Specialist II
Jonathon Faoro	GIS Analyst II

Exhibit B:
Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** At least as broad as Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** At least as broad as Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. ***(Not required if consultant provides written verification it has no employees)***
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant’s profession, with limit no less than **\$1,000,000** per occurrence or claim, \$1,000,000 aggregate. (If Claims-made, see below.)

If the Consultant maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are to be covered as additional insureds on the CGL policy and AL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (**at least as broad as** ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's CGL policy and AL policy insurance coverage shall be primary** insurance as respects the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it. The City of Stockton does not accept primary endorsements limiting the Consultant's insurance coverage to sole negligence.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton.**

Waiver of Subrogation

Consultant hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted to do business in the State of California; if not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A+:X.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.

Verification of Coverage

Consultant shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time, for any reason or no reason.

Consultant shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its Declarations Page and the applicable Endorsement Page for each of the required policies.

Certificate Holder Address

Proper address for mailing certificates, endorsements and notices shall be:

- City of Stockton
- Attention: Risk Services
- 425 N El Dorado Street
- Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037

City of Stockton Risk Services Fax: 209-937-8558

Maintenance of Insurance

If at any time during the life of the Contract or any extension, the Consultant fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. In the event such modification exposes Consultant to additional costs, the parties shall work cooperatively to come to agreement on an equitable adjustment to the contract budget.