

Agenda Item # 10

File No. A-600-20

Mammoth Lakes Town Council Agenda Action Sheet

Council Meeting Date: January 6, 2016 **Date Prepared:** December 28, 2015

Prepared by: Sandra Moberly, Community & Economic Development Manager

Title: Authorize the consulting agreement with Michael Baker International for preparation of the California Environmental Quality Act (CEQA) review for the Community Multi-Use Facilities at Mammoth Creek Park West

Agenda: Policy

Recommended Motion: Staff recommends the following to the Town Council: Authorize the consulting agreement with Michael Baker International (formerly RBF Consulting), subject to town attorney’s approval and pending finalization of the agreement with Michael Baker International, for preparation of the California Environmental Quality Act (CEQA) review for the Community Multi-Use Facilities at Mammoth Creek Park West, reflecting the scope of work as shown in Exhibit A of the agreement, up to the amount of \$125,000.

Funds Available: \$125,000

Account #: Fund 858 and 834

Reviewed by:

 Town Manager _____ Town Attorney _____ Finance

 Public Works _____ Parks & Recreation

Town Vision / Priority: Securing a permanent location for the Town’s Community Multi-Use Facilities will help to further the Town Council’s goal of enhancing community amenities.

TOWN COUNCIL STAFF REPORT

Subject: Authorize the consulting agreement with Michael Baker International for preparation of the California Environmental Quality Act (CEQA) review for the Community Multi-Use Facilities at Mammoth Creek Park West

Meeting Date: January 6, 2016

Written by: Sandra Moberly, Community & Economic Development Manager

RECOMMENDATION:

Staff recommends the following to the Town Council: Authorize the consulting agreement with Michael Baker International, subject to town attorney's approval and pending finalization of the agreement with Michael Baker International, for preparation of the California Environmental Quality Act (CEQA) review for the Community Multi-Use Facilities at Mammoth Creek Park West, reflecting the scope of work as shown in Exhibit A of the agreement, up to the amount of \$125,000.

BACKGROUND:

The Town has identified funding for the planning and preliminary design of a new Multi-Use Facility to be located on Town-owned land within Mammoth Creek Park West on the west side of Old Mammoth Road. Programming for this Facility will include two major components, a multi-use facility and a community center as outlined below. Site planning and design for this Facility will seek to provide the desired community benefit while considering how best to mitigate potential impacts to the environment and neighboring land uses. The services are to be provided in a phased manner as outlined below.

Multi-Use Facility: Town has an existing multi-use facility at the southerly end of Sierra Park Road that consists of a multi-use ice/roller rink with chillers, storage building, concessions, restrooms and appurtenances. Town has determined the lease for this existing facility will not be extended past the end of 2017 and desires to relocate this use to Mammoth Creek Park West. It is anticipated any reasonable reusable materials and equipment from the existing facility will be used at the new site. In addition, a partially enclosed metal roof structure is envisioned with a dimension of approximately 115 feet by 240 feet.

Community Center: Town has an existing community center of approximately 2,500 square feet located on Forest Trail just east of Minaret Boulevard. That community center is in need of major repairs and is not large enough to provide the desired programming space. Town desires to design and construct a new facility with an initial size of approximately 5,000 square feet and an eventual size of 10,000 square feet at Mammoth Creek Park West.

These components and any required site or accessory improvements will be designed to complement one another to result in the best flexibility to provide multiple recreational and community benefits. Additional improvements on the site may include enhancements to the existing playground to create a more accessible amenity.

ANALYSIS/DISCUSSION:

The Community and Economic Development Department has a pre-qualified list of consulting firms to conduct California Environmental Quality Act (CEQA) review on an as needed basis. Staff selected Michael Baker International (formerly RBF Consulting) as the consultant for this project based on the fact they prepared the previous environmental documentation for a previous project at Mammoth Creek Park as well as the environmental documentation for a proposed project adjacent to Mammoth Creek Park (The Sherwin). Additionally, Michael Baker International was selected based upon approach and methodology, qualifications, budget, and schedule.

Michael Baker International has been found to be capable of performing the proposed work and the proposal meets the requirements of the Town. The proposal includes a cost of \$125,000 which includes a contingency of \$5,000. Staff is requesting the Council authorize the Agreement as written with Town staff having authority over approval of expending the \$5,000 contingency. This allows flexibility for addressing unanticipated scoping or draft EIR comments at an administrative level.

STAFFING CONSIDERATIONS:

The Town Council has authorized staff to proceed with the planning and design of a new Multi-Use Facility at Mammoth Creek Park West.

ENVIRONMENTAL CONSIDERATIONS:

This consulting agreement will allow the required environmental review to be prepared in accordance with CEQA for the project.

LEGAL CONSIDERATIONS:

The Town Attorney has reviewed the attached consulting agreement, and will work with staff, Michael Baker International, and the applicant to finalize the agreement.

ATTACHMENT

- Draft Consulting Agreement with Michael Baker International

TOWN OF MAMMOTH LAKES
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of January, 2016, by and between the Town of Mammoth Lakes, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 437 Old Mammoth Rd., Suite R, Mammoth Lakes, California, 93546 (“Town”) and Michael Baker International, Inc., a Pennsylvania corporation, with its principal place of business at 14725 Alton Parkway, Irvine, California 92618-2027 (“Consultant”). Town and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

Town desires to engage Consultant to render such professional environmental consulting services for the Town Multi-Use Facility at Mammoth Creek Park West project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from January 5, 2016 to January 31, 2017, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

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

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

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

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

3.2.5 Town's Representative. The Town hereby designates Sandra Moberly, Community and Economic Development Manager, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement

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

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

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

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

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be

contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Town, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

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

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

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

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

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

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

a period of at least three (3) years from termination or expiration of this Agreement.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the Town for approval.

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

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

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

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

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

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

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

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

coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the Town evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

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

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation

shall not exceed one hundred twenty five thousand dollars (\$125,000) without written approval of the Town Council or Town Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, Town may require Consultant to provide all finished or unfinished Documents and Data

and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

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

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

Consultant:	Michael Baker International 14725 Alton Parkway, Irvine, California 92618-2027 ATTN: Glenn Lajoie, Vice President, Planning/Environmental Services
Town:	Town of Mammoth Lakes PO Box 1609 437 Old Mammoth Road, Suite R Mammoth Lakes, CA 93546 ATTN: Sandra Moberly, Community and Economic Development Manager

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

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

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

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

3.5.6 Indemnification.

3.5.6.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the Town, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to

any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.5.6.2 Additional Indemnity Obligations. Consultant shall defend, with counsel of Town's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.6.1 that may be brought or instituted against Town or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Town or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse Town for the cost of any settlement paid by Town or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for Town's attorney's fees and costs, including expert witness fees. Consultant shall reimburse Town and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Town, its directors, officials officers, employees, agents, or volunteers.

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

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

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

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

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

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

attempted assignment, hypothecation or transfer.

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

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

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

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

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

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

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

currently in effect or hereinafter enacted.

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

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

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

3.6 Subcontracting.

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

TOWN OF MAMMOTH LAKES

MICHAEL BAKER INTERNATIONAL

By: _____
Daniel C. Holler
Town Manager

By: _____
Michael Tylman, PE, Vice President

Attest:

By: _____
Jamie Gray
Town Clerk

By: _____
Rick Rubin, PE, AICP, Secretary

Approved as to Form:

By: _____
Andrew Morris
Town Attorney

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "B"
SCHEDULE OF SERVICES

EXHIBIT "C"
COMPENSATION

PROPOSAL FOR ENVIRONMENTAL SERVICES

Community Multi-Use Facilities Project

Michael Baker International (Michael Baker) will prepare an Environmental Impact Report (EIR) under the California Environmental Quality Act (CEQA) for the proposed Community Multi-Use Recreation Facilities Project (proposed project). Based on a preliminary review of the proposed project, a scope of work for environmental services is provided below. This scope assumes that a stand-alone EIR would be prepared for the project, and that the Town of Mammoth Lakes (Town) would serve as lead agency under CEQA.

INTRODUCTION

Michael Baker has submitted this Proposal to prepare an EIR to assess potential impacts and identify mitigation measures for the proposed Community Multi-Use Facilities Project in the Town of Mammoth Lakes. The Draft EIR, Final EIR, and associated work products will be prepared in accordance with the criteria, standards and provisions of the California Environmental Quality Act (CEQA), the Town of Mammoth Lakes Environmental Guidelines, and the regulations requirements and procedures of any other responsible Public Agency with jurisdiction by law. Michael Baker will, throughout the document, and where appropriate, relate the proposed Project to the general trends in Mammoth Lakes and the surrounding area.

Each of the issues studied in the EIR will be approached thoroughly in order to fully assess all potential impacts, establish thresholds of significance, and identify mitigation measures. Michael Baker is the lead firm for this work program and will provide services from our Corporate Headquarters in Irvine.

The following affirms Michael Baker's commitment to the Town of Mammoth Lakes and the proposed work program:

1. Michael Baker is focused on a comprehensive and complete review process. The Michael Baker team will provide services, pursuant to the goals set forth by the Town, and as detailed in this proposal.
2. Michael Baker will thoroughly address each environmental issue area and will recommend the appropriate analysis methodology for the project. Michael Baker holds as the top priority, the integrity of documentation and processing, focusing on legal defensibility and full compliance with CEQA.
3. If Michael Baker is selected for this and all other assignments with the Town, Michael Baker will comply with all applicable rules, laws and regulations.
4. Michael Baker has a dedicated team whom maintains the in-house Library/Filing Management System. All project related files are categorized and independently filed to preserve the integrity of the Administrative Record. Documentation of all project transactions is kept in a central file readily accessible to project team members. Any public records act or Administrative Record requests are coordinated with the Lead Agency, and implemented per applicable laws and regulations.

PROJECT UNDERSTANDING

On July 15, 2015 the Mammoth Lakes Town Council directed staff to work in conjunction with representatives from Mammoth Lakes Recreation and the Recreation Commission, to conduct due diligence on a proposed relocation of the current Community Multi-Use Recreation Facility. On October 13, the Recreation Commission accepted the recommendation of the designated task force that the proposed Community Multi-Use Recreation Facility be located at Mammoth Creek Park West with a Community Center as a complementary use. The Town Council then approved a motion on October 21 to move forward with conceptual design and environmental review for the proposed facility.

The proposed facility would be located on Town-owned land within Mammoth Creek Park West on the west side of Old Mammoth Road. The proposed facility would include two major components, a multi-use facility and a community center. The following outlines the current and proposed uses:

- **Multi-Use Facility:** The Town has an existing multi-use facility at the southerly end of Sierra Park Road that consists of a multi-use ice/roller rink with chillers, storage building, concessions, restrooms, and appurtenances. The Town has determined the lease for this existing facility will not be extended past the end of 2017 and desires to relocate this use to Mammoth Creek Park West. The facility will include a metal roof covering the entire facility, with one end partially enclosed to house the chillers and ice preparation machine.
- **Community Center:** The Town has an existing community center of approximately 2,500 square feet located on Forest Trail just east of Minaret Boulevard. That community center is in need of major repairs and is not large enough to provide the desired programming space. Town desires to design and construct a new facility with an initial size of approximately 5,000 square feet and an eventual size of 10,000 square feet at Mammoth Creek Park West.
- **Playground:** The existing 7,000 square foot playground would be expanded or relocated with an eventual size of up to 20,000 square feet (although a 10,000 square-foot facility is more likely).

A similar project was contemplated in 1999 and the Town prepared an EIR. However, as this document was not certified by the Town, it cannot be tiered from for the purposes of CEQA and a new EIR would need to be prepared. Per the request of the Town, our early actions would be to work closely with the Town and the selected architect to develop conceptual plans that would be useful for the EIR and be as self-mitigating as possible.

Michael Baker, working closely and in collaboration with Town staff, will embark on an agency consultation process. This process will include a public scoping session, in order to provide an opportunity to obtain a better understanding of key environmental concerns of interested agencies and the community, as well as informing the public as to the purpose of the CEQA review and determination process. The Initial Study will be circulated with the Notice of Preparation for a 30-day review. Comments received during the review period will be evaluated as part of the Draft EIR preparation.

The Michael Baker Team will be viewed as an integral component in the project review and will participate in meetings with Town staff, and public hearings, as required by the Town. The Michael Baker Team will have the responsibility of leading the public participation program for the environmental review, including the planning process, Draft EIR public review meeting, and throughout the public hearing process for EIR certification. The Michael Baker Team will guide the planning and CEQA processes, and assist the decision makers and the public in understanding the analysis and EIR conclusions.

The following Work Plan has been prepared pursuant to the information received from the Town. The cost estimate, which is itemized according to task and issue, is also included in this proposal.

TASK 1.0 PROJECT SCOPING

1.1 Kick-Off and Consultation

The work program will be initiated with a kick-off meeting with Town Staff to discuss the project in greater detail. This initial meeting is vital to the success of the CEQA process and will be a key milestone in order to confirm the parameters of the analysis, the details of construction and proposed buildout conditions, scheduling, and overall communications. Prior to the kick-off, Michael Baker will distribute a kick-off meeting agenda and detailed memorandum, which will identify information needs.

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

As part of this task, Michael Baker will consult with the Town and the selected architect to review conceptual plans for their usefulness in providing information for the EIR. This consultation will also review the potential environmental effects of the conceptual plans. Where necessary, Michael Baker will provide recommendations to ensure the plans are as self-mitigating as possible. This review accommodates one conceptual design with up to three alternatives.

1.2 Project Characteristics

Based upon the project information obtained at the project kick-off meeting and conceptual plan review, Michael Baker will draft a preliminary project description for review and approval by Town Staff.

1.3 Preparation of the Initial Study

The Initial Study will include detailed explanations of all checklist determinations and discussions of potential environmental impacts. The analysis will be prepared in accordance with Public Resources Code Section 21080(c) and CEQA Guidelines Section 15070. The Initial Study will: include a description of the project, its location, and supporting exhibits; briefly explain the reasons for determining which project impacts would not be significant or potentially significant and provide evidence to support each conclusion; and identify which project impacts would be significant or potentially significant, in order to focus the EIR environmental analysis. Michael Baker will respond to one complete set of comments from the Town on the Draft Initial Study then finalize the document for distribution.

1.4 Notice of Preparation

Michael Baker will prepare the Notice of Preparation (NOP) for the EIR, which will be distributed along with the Initial Study to a Town-approved Distribution List. This task includes certified mailing to affected

agencies and interested parties. This task includes mailing to a maximum of 25 notices to affected agencies and interested parties. This scope of work assumes that Town Staff will file the Notice with the County Clerk. Comments received in response to the NOP will be evaluated by Michael Baker during the preparation of the EIR.

1.5 Scoping Meeting

It is understood that the Town will hold a public Community Meeting (potentially January 29) to present three site plan alternatives to the public and obtain Community input on those alternatives. The Town will work to select a preferred alternative to move forward with the Initial Study (identified in Task 1.3 above), considering input from the January meeting, and produce a preferred alternative site plan in February (which would be the subject of the Initial Study). Upon publication of the Initial Study (Task 1.3), a public scoping meeting, which can also involve Federal, State, or other local agencies, will be scheduled during the NOP public review period, anticipated to occur in concurrence with the Town's second Community Meeting that would present the preferred alternative to the public. The intent of the public scoping meeting for the purposes of CEQA is to inform the community of the proposed preferred alternative (the project) and allow the public to provide comments on environmental concerns. The Scoping Meeting will orient the community on the CEQA review process and will be presented in a manner which the community can gain a greater understanding of the proposal, intent of CEQA, and the key issue areas to be addressed in the EIR. Michael Baker will provide handouts, presentation-size graphics, and PowerPoint information to supplement the discussion. Following the presentation, the meeting will be devoted to public participation, questions, and comments. Written comment forms will be provided for this purpose, and these comments, along with oral comments, will become a part of the Administrative Record. This scope assumes attendance at one (1) scoping meeting. Additional meetings can be accommodated on a time and materials basis.

TASK 2.0 PREPARATION OF THE ADMINISTRATIVE DRAFT EIR

2.1 Executive Summary

The Executive Summary will include a Project Summary, an overview of project impacts, mitigation, and levels of significance after mitigation, summary of project alternatives, and areas of controversy and issues to be resolved. The Environmental Summary will be presented in a columnar format.

2.2 Introduction and Purpose

The Introduction will cite the provisions of CEQA, the CEQA Guidelines, and the Town of Mammoth Lakes CEQA Implementation procedures for which the proposed project is subject. This section will identify the purpose of the EIR and statutory authority as well document scoping procedures, summary of the EIR format, listing of responsible and trustee agencies, and documentation incorporated by reference.

2.3 Project Description

The Project Description section of this EIR will detail the project location, discretionary actions, project characteristics, goals and objectives, construction program, phasing, agreements, and required permits and approvals that are required based on available information. A discussion of the background and history of the Mammoth Creek Park Facilities Project, proposed in 1999, as well as the Town of Mammoth Lakes Parks and Recreation Master Plan, adopted February 1, 2012, will also be included. This section will

include a summary of the project's local environmental setting for the project. Exhibits depicting the regional and site vicinity as well as the project concept will be included in this section.

2.4 Thresholds of Significance

This section will provide a comprehensive description of thresholds of significance for each issue area of the environmental analysis. The significance threshold criteria will be described and will provide the basis for conclusions of significance. Primary sources to be used in identifying the criteria include the CEQA Guidelines, as well as local, State, Federal, or other standards applicable to an impact category.

2.5 Cumulative Projects/Analysis

In accordance with Section 15130 of the CEQA Guidelines, the EIR will include a section providing a detailed listing of cumulative projects and actions under consideration for the analysis. The likelihood of occurrence and level of severity will be studied. The purpose of the section is to present a listing and description of projects, past, present, and anticipated in the reasonably foreseeable future, even if those projects are outside of Mammoth Lakes' jurisdiction. The potential for impact and levels of significance are contingent upon the radius or area of interaction with the project area. Michael Baker will consult with Town Staff and other applicable local jurisdictions to define the appropriate study area for the cumulative analysis. The cumulative analysis for each topical area will be incorporated throughout the analyses in Section 2.6.

2.6 Environmental Analysis

Michael Baker will evaluate the necessary information with respect to the existing conditions, the potential adverse effects of project implementation (both individual and cumulative), and measures to mitigate such effects. Environmental issues raised during the scoping process (NOP responses, Public Scoping Meeting, and any other relevant and valid informative sources) will also be evaluated. The analyses will be based upon all available data, results from additional research, and an assessment of existing technical data. These analyses will be performed by qualified Environmental Analysts, CEQA experts, and Planners at Michael Baker.

The Environmental Analysis section of the EIR will thoroughly discuss the existing conditions for each environmental issue area, identify short-term construction and long-term environmental impacts associated with the project, and their associated levels of significance. For each Environmental Factor Analysis Section, the Impacts Subsection will begin with a list of all issues contained in Appendix G. The thresholds for significance shall be identified for every environmental issue. For each environmental issue requiring EIR analysis, the EIR will state the level of significance, and then provide the analysis discussion, mitigation measures specific to this environmental issue, and level of significance after mitigation for that environmental issue. This section will include analysis for the following environmental issue areas:

A. Aesthetics/Light & Glare

Existing Conditions. This section will characterize the existing aesthetic environment and visual resources for the site, including a discussion of views of the project site from the surrounding areas. A visual inventory of the project area will be conducted in order to verify the existing visual character and viewshed for the proposed project. Color site photographs will be provided to illustrate on-site and surrounding views.

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

Scenic Views/Vistas Analysis. View blockage is not anticipated to occur due to the nature of the proposed project. Michael Baker will qualitatively analyze the view blockage potential to the Sherwin Range, as seen along Old Mammoth Road (a designated “Scenic Views” identified in Figure 1, Major View Corridors and Vistas, of the Community Design Element of the Town of Mammoth Lakes General Plan 2007). Impacts to designated visual resources, including the Sherwin Range to the south massing will be analyzed.

Character/Quality Analysis. The analysis will consider the potential for the modification to the existing visual character/quality in the area. Proposed structure heights, as compared to the surrounding area, will be studied. The effects of the proposed structures, as it relates to the General Plan’s “Village in the Trees”, will be addressed. This section will include an analysis of the Town’s existing policies, including consideration of the project’s compliance with applicable development and design standards/guidelines.

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

B. Air Quality

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

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

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

Long-Term Emissions. Michael Baker will quantify vehicular and area source emissions with CalEEMod and provide a comparison to the GBUAPCD thresholds. The analysis will also address the air quality impacts associated with the project’s total vehicle miles traveled. Project consistency with regional air quality plans, including the Mammoth Lakes Air Quality Management Plan, will also be evaluated in the EIR section.

C. Biological Resources

Literature Review. Michael Baker will review all technical survey reports and regulatory approvals previously prepared for the project and surrounding area, if available, and any data for the site to determine which sensitive biological resources are likely to occur on or within the general vicinity of each basin. A database search of the California Natural Diversity Database (CNDDDB) and California Native Plant Society (CNPS) Electronic Inventory of Rare and Endangered Vascular Plants of California listings regarding sensitive biological resources known to occur in the region and vicinity of the site will also be conducted. Additional information sources will be consulted including the California Department of Fish and Wildlife (CDFW), United States Fish and Wildlife Service (USFWS), and historic/current aerial photographs as appropriate to define the habitat requirements for sensitive species potentially occurring on-site. This will allow Michael Baker to focus its field investigation on those biological resources and habitats known to occur or that have the potential to occur within the general vicinity of the project site.

Habitat Assessment/Field Investigation. Following the literature review, Michael Baker will systematically survey the project site to document baseline conditions from which to evaluate the sites potential to support special-status species, sensitive habitat types, or jurisdictional drainages. The fieldwork will be conducted by qualified biologists in order to document the presence/absence of sensitive biological resources, determine the potential for occurrence of sensitive biological resources, and survey the vegetation on and surrounding the proposed project site for its ability to provide suitable avian nesting opportunities. Notes will be taken on all flora and fauna species observed. This survey will provide an understanding of the overall project setting and biological resources occurring in the area, which will be used to devise an appropriate clearance/conservation strategy for implementation of the proposed project. The habitat assessment does not include focused surveys.

Biological Technical Letter Report. A biological technical letter report will be prepared with the results from the habitat assessment that will document all plant and wildlife species and habitats occurring onsite, the site's potential to support any special-status species, and whether the site supports potential jurisdictional drainage features. The report will include a map of the plant communities occurring onsite and their respective acreages. In addition, the report will include a brief analysis of the project impacts to biological resources, suggestions for updating previous clearances issued for the project that may be needed prior to project implementation, and mitigation measures, if needed.

D. Cultural Resources

Michael Baker has retained Rincon Consultants to provide cultural resources compliance for the proposed project. The following outlines the proposed cultural resources work program:

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

inventoried and previously recorded sites will be provided. Rincon Consultants assumes that EIC will conduct this records search within a maximum direct expense of \$400.

Initial Native American Scoping. Rincon will coordinate with local Native American individuals and groups who may have knowledge of, or concerns with, Native American resources in the area. Rincon will initiate this task by contacting the Native American Heritage Commission (NAHC) to request a Sacred Lands File search and to request a list of Native American contacts. Upon receipt of the Sacred Lands File search, Rincon will prepare and mail letters to each of the NAHC-listed contacts, requesting information, in writing, if they are aware of any Native American religious or cultural resources within or immediately adjacent to the project area. No telephone calls or meetings with Native Americans are included in this proposal; however, additional assistance can be provided upon request and a change order may be requested for these additional services.

Cultural Resources Field Survey. Upon completion of the CHRIS records search, Rincon will conduct a Phase I pedestrian survey of the approximately 5.6-acre project site. A Rincon archaeologist will conduct the survey using transects spaced at maximum intervals of 10-15 meters with transect accuracy maintained through use of a hand-held global positioning system (GPS) unit. For the purposes of this proposal and cost estimate, Rincon assumes that the survey will not identify any cultural resources that require recordation or updating. Should any cultural resources be identified during the survey, the budget would need to be augmented to record or update the resources. No subsurface testing will be conducted, nor will any artifacts, samples, or specimens be collected during the survey.

Cultural Resources Technical Report. Upon completion of the records search and cultural resources survey, Rincon Consultants will prepare a cultural resources technical report. This technical report will document the results of the study, as well as provide management recommendations for cultural resources within or near the alternative alignments. The report will be prepared following the California Office of Historic Preservation's *Archaeological Resource Management Reports (ARMR): Recommended Contents and Format*. The report will include figures depicting the area surveyed and studied for cultural resources. One draft copy of the report (digital pdf) will be submitted for Michael Baker International and Town of Mammoth Lakes review and approval. Based on one round of comments, one digital copy of the final report will be prepared and submitted.

E. Land Use and Relevant Planning

The proposed project is not anticipated to require a General Plan Amendment or Zone Change. The focus of this section is to conduct a consistency review with existing policies and standards of the General Plan and the Town of Mammoth Lakes Parks and Recreation Master Plan, adopted February 1, 2012.

F. Greenhouse Gas Emissions

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

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

G. Hydrology and Water Quality

This scope of work assumes that the Town's Public Works Department will provide existing topographic information to HMC and Triad. Michael Baker assumes that Triad will provide the technical information pertaining to existing and proposed hydrology/drainage and water quality. Based on the Town- and Triad-provided information, the EIR section will incorporate existing hydrology/drainage data for the project area to identify any existing localized drainage issues. The EIR section will identify any changes in absorption rates, drainage patterns, storm drain improvements, and downstream affects. Michael Baker will also evaluate water quality conditions and incorporate any Town-identified water quality techniques/structures that may be set forth by the County or State and Federal regulations. The potential for the project to degrade water quality, interfere with groundwater recharge, or expose people to water related hazards will be identified. This scope excludes any modeling or hydrology/water quality calculations.

H. Noise

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

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

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.

Operational Noise Sources. On- and off-site noise impacts from vehicular traffic will be assessed using the U.S. Federal Highway Administrations traffic noise models (FHWA-RD-77-108 and TNM 2.5). The analysis will focus on noise impacts associated with the development of the proposed project. Stationary source noise impacts (both impacting the proposed project and emanating from the project) will be addressed. Such sources include noise from outdoor activities, ice rink activities, and mechanical equipment. It is assumed that the chillers and ice preparation machine will be house within an enclosed on-site building. Special consideration will be afforded to the surrounding residential uses in the condominium developments.

I. Recreation

Michael Baker will consider potential impacts associated with the Town's recreational facilities, including relocation of the existing ice rink facility. A consistency analysis with the Town of Mammoth Lakes Parks and Recreation Master Plan, adopted February 1, 2012, will be included.

J. Traffic/Circulation/Parking

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

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

- Old Mammoth Road/Site Access Road;
- Old Mammoth Road/Meridian Boulevard; and
- Old Mammoth Road/Chateau.

Consistent with traffic studies that have been prepared for the Town in the past, the Memorandum will be primarily based upon typical winter Saturday PM peak-hour traffic conditions. It is not necessary to conduct new traffic counts at for this project, as intersection volumes were recently developed as part of the Mammoth Mobility Element EIR, which will be utilized for this analysis.

Develop Future Cumulative Traffic Volumes. Future cumulative (long-term) traffic volume forecasts will be developed based on the Town's TransCAD model. The TransCAD model includes several alternatives with respect to future roadway configuration, land use, and transit service. LSC will contact Town staff to identify which model alternative should be assumed in this analysis. The land uses assumed in the model for the project site will be removed and the proposed project's trip generation (discussed below) will be added. This work scope assumes analysis of only one model alternative.

Evaluate Traffic Generation, Distribution, and Assignment. LSC will estimate the winter daily and peak-hour trip generation of the proposed project based upon input from the client regarding proposed activities and uses. Only the total project will be analyzed; analysis of interim phases are excluded from this scope of work. The mode split of trips made to/from the project site will be evaluated to account for walking trips and trips that occur via the shuttle system. Next, the trip generation of the project will be estimated based upon the "person-trip" activity, the expected travel modes, and average vehicle occupancy rates. A distribution pattern for the project-generated trips will be estimated. Using the trip generation estimates and traffic distribution pattern, traffic assignments will be estimated.

The project-generated traffic volumes will be added to existing and forecast through traffic volumes on the study roadways and intersections to identify existing and future PM peak hour volumes with the proposed use.

Assess Transportation Impacts. Standard traffic engineering techniques, such as those presented in the Highway Capacity Manual, will be used to identify the intersection Level of Service (LOS) for the existing and future conditions with and without the proposed project for the following scenarios:

1. Existing Year Without Project;
2. Existing Year With Project;
3. Future Cumulative Year Without Project; and
4. Future Cumulative Year With Project.

Note no summer LOS will be analyzed given the Town's traffic analysis standards are based on winter conditions. Where appropriate, intersection LOS will be analyzed as both signals and roundabouts.

In addition to LOS impacts, the project's potential to have impacts in the following areas will be assessed:

- The need for new turn lanes, signals, or roundabouts at the study intersections; and
- Vehicle Miles Traveled (VMT) on a busy winter Saturday.

Any impacts will be identified and appropriate mitigation measures will be recommended.

Memorandum Preparation. The analysis and findings will be presented in a draft Memorandum, with accompanying tables and one site and intersection location graphic. This draft Memorandum will first be prepared for administrative review, followed by a final Memorandum after incorporation of any Town-provided comments.

Michael Baker will utilize the LSC-provided Traffic Impact Memorandum to analyze the project's traffic/circulation impacts. Based on the Memorandum, Michael Baker will describe the existing roadway circulation in the study area, including roadway lanes, intersection geometry, and intersection control mechanisms. The existing operating level of service of the study area circulation system will be described and documented in accordance with the Town's criteria and established analysis methodology. Michael Baker will also evaluate the proposed circulation, turning movement, and roadway standards for the internal project circulation system. Ingress/egress points will also be evaluated. Utilizing established performance criteria and thresholds of significance, necessary mitigation measures will be developed to address traffic impacts. This section will also include parking considerations based on the LSC-provided Memorandum. Mitigation measures, if necessary, will be included.

2.7 Growth Inducement

Michael Baker will provide a project specific analysis of potential growth-inducing impacts pursuant to CEQA Guidelines Section 15126.2(d). Substantial growth inducement is not anticipated due to the nature of the proposed project (recreation facility improvements). The analysis in this section will be based on data from the Town of Mammoth Lakes, California Department of Finance, and U.S. Census. The section will discuss ways in which the proposed project could foster economic or population growth, if any, or necessitate the construction of additional housing, either directly or indirectly, in the surrounding environment. Potential growth-inducing impacts from the proposed development will be analyzed as they relate to population, housing, and employment factors. The analysis will address growth-inducing impacts in terms of whether the project influences the rate, location, and the amount of growth. Growth-inducing impacts will be assessed based on the project's consistency with adopted/proposed plans that have addressed growth management from a local and regional standpoint.

2.8 Alternatives to the Proposed Action

The range of Alternatives is expected to include the "No Project" alternative and two alternatives selected in consultation with Town staff. If feasible, alternative site alternatives will be considered. For those

alternatives considered, but rejected from further consideration, Michael Baker will document these considerations in this section. Pursuant to CEQA Guidelines Section 15126.6, Michael Baker will provide an analysis of a “reasonable range” of alternatives, comparing environmental impacts of each alternative (in each impact area) to the project. For each alternative, Michael Baker will provide a qualitative analysis that will include aesthetics/light and glare, air quality, biological resources, cultural resources, greenhouse gas emissions, hydrology/water quality, land use, noise, recreation, and traffic/parking. One important element of the Alternatives section will be an impact matrix which will offer a comparison of the varying levels of impact of each alternative being analyzed. This matrix will be prepared in a format to allow decision-makers a reference that will be easily understood, while providing a calculated (where feasible), accurate comparison of each alternative.

The Alternatives section will conform to both amendments to Section 15126.6 of the CEQA Guidelines and to recent and applicable court cases. Michael Baker will discuss as required by the CEQA Guidelines, the advantages and disadvantages of each alternative, and the reasons for rejecting or recommending the project alternatives stated. The Alternatives section will culminate with the selection of the environmentally superior alternative in accordance with CEQA requirements.

2.9 Effects Found Not to be Significant

Based on the nature of the proposed project and the anticipated findings of no impact or less than significant impact to be determined as part of the Initial Study (Task 1.3), the following topics would be discussed in this section of the EIR:

- Agricultural Resources;
- Geology and Soils;
- Hazards and Hazardous Materials;
- Mineral Resources;
- Population and Housing;
- Public Services; and
- Utilities and Service Systems.

TASK 3.0 DRAFT EIR

3.1 Preliminary Draft EIR

Michael Baker will respond to one complete set of Town comments on the Administrative Draft EIR. If desired by the Town, Michael Baker will provide the Preliminary Draft of the EIR with all changes highlighted to assist the final check of the document.

3.2 Completion of the Draft EIR

Michael Baker will respond to a second review of the Preliminary Draft EIR and will prepare the report for the required 45-day public review period. In addition, Michael Baker will prepare the Notice of Completion (NOC) and Notice of Availability (NOA) for submittal to the Office of Planning and Research (OPR) and the County Clerk. Michael Baker will also work with the Town to develop a distribution listing for the NOC and Draft EIR. Michael Baker will file the NOC to OPR. However, this scope of work assumes that the Town will file the NOA at the County Clerk and complete any required newspaper notices for the project.

TASK 4.0 FINAL EIR

4.1 Response to Comments

Michael Baker will respond to comments received on the Draft EIR during the 45-day public review period, and any additional comments raised during public hearings. Michael Baker will prepare thorough, reasoned, and sensitive responses to relevant environmental issues. This task includes written responses to both written and oral comments received on the Draft EIR (this includes review of hearing transcripts, as required). The Draft Responses to Comments will be prepared for review by Town Staff. Following review of the Draft Responses to Comments, Michael Baker will finalize this section for inclusion in the Administrative Final EIR.

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

4.2 Mitigation Monitoring and Reporting Program

To comply with the Public Resources Code Section 21081.6 (AB 32180), Michael Baker will prepare a Mitigation Monitoring and Reporting Program (MMRP) to be defined through working with Town staff to identify appropriate monitoring steps/procedures and provide a basis for monitoring such measures during and upon project implementation.

The Mitigation Monitoring and Reporting Checklist will serve as the foundation of the Project's MMRP. The Checklist outlines the mitigation measure number as outlined in the EIR, the Mitigation Measure/Condition of Approval, the Monitoring Milestone (what agency/department is responsible for verifying implementation of the measure), Method of Verification (documentation, field checks, etc.), and a verification section for the initials of the verifying individual, date of verification, and pertinent remarks.

4.3 Final EIR

The Final EIR will consist of the revised Draft EIR text, as necessary, and the "Comments to Responses" section. The Draft EIR will be revised in accordance with the responses to public comments on the EIR. To facilitate Town review, Michael Baker will format the Final EIR with shaded text for any new or modified text, and "strike out" any text which has been deleted from the Final EIR. Michael Baker will also prepare the Notice of Determination (NOD) upon EIR approval. This scope of work excludes the required fees for the California Department of Fish and Wildlife (CDFW), if applicable, and assumes that Town staff will file the NOD with the County Clerk within five (5) days of EIR approval.

4.4 Findings and Statement of Overriding Considerations

Michael Baker will provide administrative assistance to facilitate the CEQA process including the preparation of the Notice of Determination, Statement of Overriding Considerations, and Findings for Town use in the project review process. Michael Baker will prepare the Findings in accordance with the provisions of Section 15091 and 15093 of the State CEQA Guidelines and in a form specified by the Town. Michael Baker will submit the Draft Findings for Town review and will respond to one set of Town comments.

TASK 5.0 PROJECT COORDINATION AND MEETINGS

5.1 Public Notices

Michael Baker will prepare, submit, and mail all CEQA public notices required for the proposed project. Public notices are anticipated to include:

- Notice of Preparation. Michael Baker will prepare the NOP for the proposed project to initiate the 30-day NOP public review period. Michael Baker will distribute the NOP to appropriate agencies, parties, and individuals (including the State Clearinghouse).
- Notice of Availability. Michael Baker will prepare a NOA to be distributed at the onset of the 45-day public review period for the project. The NOA will include required project information, such as a brief project description, the start/end dates of the public review period, locations where the EIR is available for review, and contact information for Town Staff.
- Notice of Completion. Michael Baker will prepare a Notice of Completion for submittal to the State Clearinghouse at the onset of both the 30-day NOP public review period and the 45-day EIR public review period. The NOC will follow the format recommended by the State Clearinghouse.
- Notice of Determination. Michael Baker will prepare a Notice of Determination, to be filed with the County Clerk and sent to the State Clearinghouse within five days of EIR certification. This task assumes Town Staff will file the NOD with the County Clerk.

This scope assumes that the Town would be responsible for any radius mailing or newspaper notices required for the proposed project.

5.2 Environmental Review Coordination

Mr. Glenn Lajoie, AICP and Mr. Eddie Torres will be responsible for management and supervision of the EIR Project Team. Mr. Torres will undertake consultation and coordination of the project and review the EIR for compliance with CEQA requirements and guidelines and Town CEQA procedures. Mr. Torres will coordinate with Town staff and/or other stakeholder representatives as well as internal technical staff, consultants, support staff and word processing toward the timely completion of the EIR. It is the goal of Michael Baker to serve as an extension of Town staff throughout the duration of the EIR Project.

Monthly progress reports will be included with invoices identifying the tasks accomplished, deliverables submitted, anticipated tasks/progress for the next month, and any pending issues. Any modifications/updates to the project schedule based on progress meetings and activities will also be

provided. Monthly invoices will include total contract amount; all costs (by task) incurred for the period (actual and percentage); all costs (by task) incurred to date (actual and percentage); and estimated completion percentage for each task.

5.3 Environmental Review Meetings

Michael Baker anticipates several meetings with Town Staff, including a “kick-off meeting” (refer to Task 1.1), progress meetings, public meetings, and hearings. Should the Town determine that additional meetings beyond the following meetings are necessary, services will be provided under a separate scope of work on a time and materials basis. The estimated cost for additional meetings is approximately \$800 per person.

- One (1) kickoff meeting with Town Staff (refer to Task 1.1). For cost savings, the kickoff meeting will be conducted during the same time frame that the site visit will be undertaken (refer to Task 1.2).
- Two (2) additional meetings (either staff meetings or public hearings).
- One (1) community/neighborhood scoping meeting (refer to Task 1.5).
- Monthly conference calls with Town Staff to provide written and oral progress reports, resolve issues, review comments on Administrative documents, and receive any necessary direction from Town Staff.

TASK 6.0 DELIVERABLES

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

Administrative Drafts of documents:

- Electronic copy (MS Word and/or PDF file)

Public Review Draft Documents:

- 20 CD-ROM
- Additional copies as required for distribution to State Clearinghouse
- Electronic copy (MS Word and/or PDF file)

Final EIR:

- Electronic copy (MS Word and/or PDF file)

Public Notices:

- 35 copies
- Electronic copy (MS Word and/or PDF file)

PRELIMINARY CEQA SCHEDULE

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

EIR Kickoff	Month 1
Project Description	Month 1 ¹
Initial Study/Notice of Preparation	Months 2-3
30-Day NOP Public Review	Month 3
EIR Scoping Meeting	Month 3
Administrative Draft EIR preparation	Months 2-5
Review of Administrative Draft EIR	Month 6
Preliminary Draft EIR preparation by Michael Baker	Month 6
Review of Preliminary Draft EIR	Month 6
Complete, Publish, and Circulate Draft EIR	Month 6
45-Day Public Review Period	Months 7-8
Michael Baker prepares Responses to Comments	Month 8
Review of Responses to Comments	Month 9
Michael Baker prepares Administrative Final EIR	Month 9
Complete, Publish, and Circulate Final EIR	Month 10
Certification Hearing	TBD

1- This task will be initiated subsequent to Michael Baker's consultation with Town staff and the selected architect on developing a concept plan. Once the concept plan has been reasonably vetted, the project characteristics can be developed for inclusion into the Initial Study and Draft EIR.