



County of Santa Barbara: General Services  
**Capital Division**

**PROFESSIONAL SERVICES AGREEMENT**

Between

**THE COUNTY OF SANTA BARBARA**

And

**MICHAEL BAKER INTERNATIONAL, INC.**

**Environmental, Architectural, and Technical Consulting Services**

For

**FACILITIES AND INFRASTRUCTURE ASSET ASSESSMENT AND  
SOLAR FEASIBILITY STUDY**

**Gaviota Mariposa Reina Site Evaluation**

**PROJECT NUMBER: 20036**



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**PROFESSIONAL SERVICES AGREEMENT**

**FOR**

**PROFESSIONAL ENVIRONMENTAL, ARCHITECTURAL, AND TECHNICAL CONSULTING SERVICES**

This is an agreement between THE COUNTY OF SANTA BARBARA ("Owner" or "County") and Michael Baker International, Inc., a Pennsylvania corporation ("Consultant" or "Contractor").

**PART 1 - RECITALS**

- 1.01 WHEREAS**, this Professional Services Agreement ("PSA" or "Agreement") sets forth the terms and conditions pursuant to which Consultant, as a professional, will provide professional services to Owner in connection with Owner's Facilities and Infrastructure Asset Assessment and Solar Feasibility Study ("Project"); and
- 1.02 WHEREAS**, Consultant was selected by means of the County's qualifications-based selection ("QBS") process, and represents itself as a professional having the requisite qualifications, licenses and agrees to perform the Services defined below.

**NOW, THEREFORE, Owner and Consultant agree as follows:**

**PART 2 - PROJECT AUTHORIZATION, TERM AND MAXIMUM COMPENSATION**

**2.01 Agreement For Services**

- A. This PSA sets forth the terms and conditions pursuant to which Consultant, as a professional, will provide services to the County as set forth herein ("Services").

**2.02 Maximum Compensation**

- A. The sum of all payments made to Consultant pursuant to this PSA shall not exceed a maximum aggregate amount of Four Hundred Ninety Thousand Seven Hundred Seventy-Two Dollars (\$490,772) ("Maximum Compensation Limit" or "MCL"). If Consultant performs services or incurs expenses beyond this Maximum Compensation Limit, Consultant does so at Consultant's sole risk and expense.

**2.03 Term**

- A. This PSA is effective as of first the date it is duly executed by both of the parties hereto, and shall remain in effect for a period of one year thereafter, unless earlier terminated in accordance with the provisions of this Agreement ("Term").

**2.04 Scope**

- A. The Services and Deliverables identified in "Consultant's Scope of Work & Hourly Rates," attached hereto as Exhibit A and incorporated herein by reference ("SOW"), establish:
1. The full range of Services and Deliverables the County may authorize for projects within the scope of this PSA.
  2. The extent of the Services and Deliverables that may be authorized by the Owner's Project Manager ("OPM") within the scope of this PSA.

**PART 3 - OWNER'S RESPONSIBILITIES**

**3.01 Owner Provided Information**



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- A. If required and where available, Owner may provide any of the following for Consultant's use in connection with the Services:
  - (i) Specialized studies of existing site conditions, including the presence of hazardous materials, soil, air, water, pollution, etc.
- B. Consultant must make a written recommendation to the Owner regarding the completeness or sufficiency of any survey or specialized study provided to Consultant, or the need for any study or survey that the Consultant believes is required for the Project that is not included within Consultant's Services.

**3.02 Approval & Permit Fees**

- A. Owner will pay all fees required by any jurisdiction having authority over the Project for filing and checking of any item of Service prepared by Consultant, and such fees necessary to secure approvals and permits for the Project from any Governmental Agency.

**PART 4 - PROJECT SCOPE OF WORK (SOW)**

**4.01 Changes in Scope**

- A. Owner requests a change in the requirements of the SOW that Consultant contends is material and justifies an increase in compensation, Consultant must, within fourteen (14) calendar days of the Owner's request, advise Owner in writing of such contention before proceeding with such change. If written notice is not given to Owner within such 14-day period, such change shall be deemed immaterial, and Consultant shall not be entitled to additional compensation for such change.
- B. If Owner causes a change in the Service(s) or Deliverable(s) that Consultant believes to be material, Consultant must, within fourteen (14) calendar Days of the event that caused such change, notify Owner in writing that Consultant contends Owner has caused a material change in the Service(s) or Deliverable(s). After said notification, Consultant must provide such Service or Deliverables as directed by OPM. If OPM concurs that there has been a material change in Service(s) or Deliverable(s) required by Owner hereunder, payment to Consultant may be adjusted in accordance with Part 10.01.A.3, "Changes," below; provided, however, that in no even shall payments to Consultant hereunder exceed the MCL.
- C. If there is a material increase in the Service(s) or Deliverable(s) required to complete the Services, and such increase is not in any way attributable to acts or omissions of or on behalf of Consultant, including, but not limited to, faulty or inaccurate calculations or estimations made by or on behalf of Consultant, OPM may request, and Consultant, pursuant to such request, shall provide, assistance in re-allocating the remaining available funds available hereunder. Such assistance must, if requested by OPM, also include a determination of any other Services necessary to complete the Project.
- D. If there is a material decrease in the Services or Deliverables required to complete the Services, Consultant If shall immediately notify OPM of such decrease, and agrees to accept a reasonable corresponding reduction in compensation hereunder.

**PART 5 - CONSULTANT'S RESPONSIBILITIES, SERVICES, AND DELIVERABLES**

**5.01 Consultant as Independent Contractor**

- A. Consultant is performing all Services as an independent contractor, and not as an agent or employee of County.

**5.02 No Assignment; Consultant's Use of Subconsultants**



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- A. The expertise and experience of Consultant are material considerations for County's execution of this Agreement. Consultant shall not assign, delegate, or transfer, directly or indirectly, whether by operation of law or otherwise, this PSA or any of Consultant's rights or obligations hereunder, without the prior written consent of County in each instance, and any attempt to so assign, delegate, or transfer this Agreement, or any rights, duties or obligations arising hereunder, shall be void and of no effect. Notwithstanding the foregoing, Consultant may use the subconsultants set forth in Exhibit B, attached hereto and incorporated herein by reference ("Subconsultants"), in performing the Services under this Agreement. Consultant shall be responsible for directing the work of authorized Subconsultants, and for all compensation and benefits due to Subconsultants, if any. County assumes no responsibility whatsoever concerning such compensation or benefits. Consultant shall not add any subconsultant(s) to those identified in Exhibit B without the prior written approval of the OPM in each instance.

### **5.03 Consultant's General Responsibilities**

The following General Responsibilities shall apply to all Services under this Agreement.

- A. Standard of Care
1. Consultant shall perform all Services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's profession and area of specialty in the State of California.
  2. At all times during the Term, Consultant shall perform all Services in compliance with all applicable federal, state, and local codes, statutes, laws, regulations and ordinances ("Applicable Laws").
  3. Consultant shall use its professional judgment and expertise to verify interpretations of Applicable Laws from the appropriate Government Agency(ies) and authorities having jurisdiction over the Project. Such efforts shall be undertaken in accordance with the acceptable standard of care for this type of Project.
- B. Funding by Governmental Agencies
1. If applicable to this PSA, when a Project is to be constructed, wholly or in part, with funds from Federal, State, or other outside funding sources, Consultant shall comply with all requirements of such Federal, State, or outside funding sources, including, but not limited to, requirements set forth in the Construction Documents.
- C. HCAI (formally known as OSHPD) Jurisdiction
1. If applicable to this PSA, when a Project is within the jurisdiction of the State of California, Department of Health Access and Information ("HCAI" formally known as OSHPD), Consultant's Instruments of Service must meet all HCAI requirements.
- D. Sequence of Consultant's Services
1. Consultant's Services shall proceed sequentially as described in the SOW unless otherwise agreed or directed by the Owner in writing duly executed by OPM.
  2. The Milestone Schedule for completion of the Consultant's Services is set forth in the SOW.
- E. Submittal of Deliverables
1. Each submittal of a Deliverable by Consultant to Owner hereunder shall include a declaration statement, signed by a duly authorized officer of Consultant, that Consultant coordinated the work of Consultant and its Subconsultants, that such Deliverable is accurate and complete, and that all of Owner's prior review comments have been incorporated therein.
  2. Consultant shall furnish to Owner, in form and format suitable for reproduction, original reproducible files and other Instruments of Service, and computer flash drives containing



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each submittal in the following electronic formats: Microsoft PC compatible operating system, AutoCAD 2004 or newer, Microsoft Office 2003 or newer.

**F. Printing & Reproduction**

1. Consultant shall pay for all printing and reproduction cost incurred in the performance of the Services.
2. Owner will print coordination check documents to be used by the Owner beyond the number of copies identified in the SOW at Owner's expense.
3. If applicable to this PSA, Owner will print Bid Documents for distribution to Bidders at Owner's expense.

**G. Meetings**

1. Required meetings are as specifically identified in the SOW.
2. Unless otherwise requested by the OPM, Consultant shall prepare agendas for and take minutes of all meetings conducted/attended by Consultant. This includes meetings that are chaired by the OPM.
3. The Consultant's fee for attendance at and preparation of minutes for all meetings specifically identified in the SOW will be considered included in the overall fee identified for this PSA.

**H. Consultant's Staff and Subconsultants**

1. Consultant's staff and Subconsultants are identified in Exhibit B, and are subject to the requirements set forth therein.
2. Changes to Consultant's staff and Subconsultants are subject to Owner's prior written approval as an amendment to the PSA duly executed by the OPM.

**5.04 Basic Services & Deliverables: See Exhibit A**

**PART 6 - CONSULTANT'S SCHEDULE**

**6.01 Schedule**

- A. Consultant shall schedule and promptly perform all Services and Deliverables in coordination with the County.
- B. Consultant shall perform all Services and Deliverables within the time and project schedule set forth in this Agreement. Time is of the essence in this Agreement.
- C. Consultant shall provide and maintain Project staffing levels as necessary to perform the Services within the time provided in the project schedule set forth in this Agreement.

**PART 7 - INDEMNIFICATION & INSURANCE**

**7.01 Exhibit D Indemnification and Insurance Requirements**

- A. Consultant shall comply with all indemnification and insurance requirements set forth in Exhibit D, attached hereto and incorporated herein by reference.

**PART 8 - REPRESENTATION BY COUNSEL**

- A. Both parties to this PSA were represented by counsel in the negotiation and execution of this PSA.



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- B. The parties hereto are aware of the provisions set forth in California Civil Code §1717 and intend this paragraph of the PSA to meet said statutory requirements so that the reference to attorneys' fees in Part 7, "Indemnification & Insurance" applies only in the indemnification context in Part 7, "Indemnification & Insurance."

## **PART 9 - HAZARDOUS MATERIALS**

### **9.01 Responsibility for Hazardous Materials**

- A. Owner acknowledges that Consultant has no special knowledge or expertise regarding asbestos or other hazardous materials.
- B. Unless otherwise provided in this PSA, or unless Owner has provided documented information to Consultant regarding the presence or potential presence of such hazardous materials Consultant and its Subconsultants have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or any other toxic substance.

## **PART 10 - COMPENSATION & PAYMENT**

### **10.01 Compensation**

- A. Payments will be made as set forth herein
1. Maximum Compensation Limit
    - a. The Maximum Compensation Limit ("MCL") includes the maximum aggregate amount of compensation payable to Consultant hereunder. Total payment by Owner to Consultant shall not exceed the MCL specified in Exhibit C, attached hereto and incorporated herein by reference. Consultant is fully responsible for the provision of all Services and Deliverables, compensation for which shall not exceed the MCL.
  2. Consultant's Hourly Rate Schedule
    - a. Consultant's Hourly Rate Schedule is set forth in the SOW.
    - b. Non-Fixed fee Services provided by Subconsultants are subject to the OAR's prior written approval, and shall be set forth in an Amendment to this PSA.
  3. Changes
    - a. During the Term of this PSA, the Owner may authorize changes to this PSA, other than by amending this PSA in accordance with Part 15.B., below, only to the extent authorized by the Board of Supervisors in approving this PSA. .
  4. Prevailing Wages
    - a. Certain Services to be performed under this contract may be considered "public works" subject to prevailing wage, apprenticeship and other labor requirements of Labor Code division 2, part 7, chapter 1, section 1720 et seq. Such public works may include work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work. Consultant is solely responsible for determining whether the Services, or any portion thereof, is subject to said requirements, and for complying with all such requirements that apply. All such public works projects are subject to compliance monitoring by the California Department of Industrial Relations (DIR). County has obtained from the DIR general prevailing wage determinations for the locality in





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which the Work is to be performed that are on file with County's Public Works Agency and are available upon request. Consultant is responsible for posting job site notices as prescribed by regulation pursuant to Labor Code section 1771.4(a)(2). Consultant acknowledges that it is aware of state and federal prevailing wage and related requirements and shall comply with these requirements to the extent applicable to the Services, including, without limitation, Labor Code sections 1771 (payment of prevailing wage), 1771.1 (registration with DIR) and 1771.4 (submission of certified payrolls to Labor Commissioner). Consultant has included (and shall include) consideration for this obligation in calculating compensation and cost estimates under this PSA.

**5. Errors and Omissions**

- a. Consultant must correct all errors and omissions attributable to acts and/or omissions of and/or on behalf of Consultant and/or Subconsultants without cost to Owner.
- b. Owner has the right to pursue claims for any errors and omissions of or on behalf of Consultant and/or Subconsultant(s).

**10.02 Reimbursable Expenses**

- A. When travel is authorized as a reimbursable expense, Consultant agrees to comply with the Santa Barbara County and Federal travel policies and guidelines, where applicable, for all travel, lodging and meal reimbursements arising from the performance of this Agreement. Detailed travel policy requirements and limitations can be found in the Capital Projects Division.
- B. All reimbursable expenses, including travel, mileage, copying, printing, etc. should be included in the MCL and not billed separately.

**10.03 Supplementary Services & Deliverables**

- A. To the extent that County has established a Supplemental Services Allowance ("SSA") for the performance of services not included within the Services and Deliverables, such SSA is set forth in Exhibit C. Consultant shall only commence work other than as set forth in the SOW pursuant to a Supplemental Services Order duly executed by the County's OPM, and only to the extent expressly authorized by the County Board of Supervisors in approving this PSA.

**10.04 Payment**

- A. Payment Requests
  1. Owner will endeavor to make payments within thirty (30) Days after the OPM's approval of the Consultant's correct Payment Request.
- B. Invoices
  1. Consultant may submit a Payment Request not more than once each month.
- C. Progress Payments
  1. Owner may, in its discretion, adjust any progress payment so that it corresponds with the percentage of completion as reasonably determined by Owner.

**10.05 Release of All Claims**

- A. Prior to final payment hereunder, Consultant must execute and deliver to Owner a release of all claims arising from this Agreement, other than such claims, if any, as may be specifically excepted from the release for the reasons and in the amounts stated in the release.

**10.06 Timely Billings**

- A. Consultant agrees to bill Owner on a timely basis and not later than ninety (90) Days after:
  1. Services are performed; or



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2. Billings are otherwise due pursuant to the terms of the PSA.
- B. Owner has no liability for payment of, and has sole discretion to pay or decline payment of, any billings submitted after the expiration of such ninety (90) Day period.

#### **10.07 Consultant's Accounting Records**

- A. Accounting System & Records Retention
  1. Consultant must maintain an accounting system in accordance with current standards of accounting and financial reporting for the purpose of supporting payments for Services authorized under this PSA. Consultant must retain such records for three (3) years after expiration or termination of this PSA, or until all claims, if any, have been disposed of, whichever period is longer.
- B. Owner's Auditing Rights
  1. Upon service of a written Notice to Consultant, Owner, and persons authorized by Owner, have the right at any reasonable time and place to examine, audit, and make copies of books, records, documents, accounting procedures and practices relating to the performance or administration of this PSA, or affecting any changes or modifications to this PSA.
- C. Applicability to Subcontracts
  1. Consultant must incorporate the above-stated accounting and audit requirements into all subcontracts, including, but not limited to, contracts with Subconsultants, exceeding Ten Thousand Dollars (\$10,000) in value in connection with this PSA, including any modification(s) thereof.

### **PART 11 - TERM & TERMINATION**

#### **11.01 Owner's Rights**

- A. Termination for Convenience
  1. OPM may, by written notice to Consultant, terminate all or part of this PSA at any time for Owner's convenience. Upon receipt of such notice, Consultant must immediately cease all work hereunder as specified in the notice.
  2. If this PSA is so terminated, Consultant will be compensated as set forth below.
- B. Termination for Breach
  1. If Consultant violates any of the covenants or agreements of this PSA, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this PSA, and does not cure such failure or violation within thirty (30) days, or such shorter period as the Owner may determine is necessary and appropriate, after receipt of written notice from the County's OPM specifying such failure or violation, whether subject to cure, and, if subject to cure, the time and manner of cure, Owner may terminate this PSA.
  2. Owner will provide Consultant with written notice as to the effective date of termination, and Consultant is not entitled to compensation for Services or expenses beyond the specified termination date.
  3. If, after notice of termination for breach of this PSA, it is determined that Consultant did not breach this PSA, the termination will be deemed to have been made for Owner's convenience, and Consultant will receive payment due to Consultant for Services performed prior to such termination for convenience in accordance with Section 11.02, below.
- C. Suspension for Convenience



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1. OPM may, without cause, order Consultant in writing to suspend, delay, or interrupt the Services under this PSA in whole or in part for up to 90 days. COUNTY shall incur no liability for suspension under this provision, and such suspension shall not constitute a breach in this Agreement.
- D. The rights and remedies provided herein to Owner are in addition to any other rights and remedies provided by law in this PSA.

#### **11.02 Consultant's Compensation Upon Termination**

- A. In the event of Owner's termination of this PSA, Consultant will receive compensation as follows:
  1. For fully performed and accepted items of Service, and authorized Reimbursable Expenses pursuant to this PSA, compensation will be in the amount specified in the PSA for that item of Service or expense.
  2. For items of Service on which Owner has issued an Authorization to Proceed but which have not been fully completed and accepted, Consultant will be compensated for its Services accepted by Owner in an amount which bears the same ratio to the total fee otherwise payable for the performance of that Service as the Services performed bear to the total Services necessary for the full performance of that Service.
- B. In no event will the total compensation paid for any item of Service exceed the value specified in this PSA for such item of Service.

#### **11.03 Delivery of Documents**

- A. Upon any termination of this PSA, Consultant shall furnish Owner all documents and Instruments of Service prepared pursuant to this PSA, whether complete or incomplete. Consultant may retain a copy for its records if so provided by Owner in such notice of termination.

### **PART 12 - DISPUTE RESOLUTION**

#### **12.01 Consultant's Questions & Concerns**

- A. Questions regarding the terms, conditions and Services of this PSA will be decided by the County's Director of General Services, who will furnish the decisions to Consultant in writing within thirty (30) Days after receiving a written request from Consultant.

#### **12.02 Dispute Resolution During Construction**

- A. Alternate Dispute Resolution (ADR)
  1. Owner intends, but shall not be required, to use ADR techniques including Partnering and Mediation during Design.
- B. Consultant and its Subconsultants shall participate in all ADR efforts as directed by Owner.
- C. In the event that Owner elects to utilize such ADR, the cost of such Partnering training facilities and facilitator will be borne equally by the parties hereto.

#### **12.03 Negotiations Before and During Mediation**

- A. Negotiations to resolve disputes before and during Mediation are initiated for settlement purposes only and are not binding unless otherwise agreed by Owner and Consultant.

#### **12.04 Mediation**

- A. Voluntary Mediation



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1. In the event a dispute or issue is not resolved by negotiation, Owner and Consultant may mutually agree to attempt to resolve the matter by Mediation.
  2. Said Mediation is voluntary, non-binding, and intended to provide an opportunity for the parties hereto to evaluate each other's cases and arrive at a mutually agreeable solution.
  3. These provisions relating to voluntary Mediation shall not be construed or interpreted as mandatory arbitration.
- B. Initiation of Mediation
1. Any party hereto may initiate Mediation by notifying the other party hereto in writing.
- C. Request for Mediation
1. A Request for Mediation must contain a brief statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those who will represent them, if any, in the Mediation.
  2. Within ten (10) days of a Party's receipt of a Request for Mediation, the Party in receipt of such Request for Mediation shall provide to the requesting Party a written response indicating whether the receiving Party is willing to participate in voluntary, non-binding mediation with respect to such dispute or claim.
- D. Selection of Mediator
1. Within fourteen (14) days of a Party's written response to a Request for Mediation indicating that such Party is willing to participate in meditation with respect to the dispute or claim at issue, the Parties hereto will confer to select an appropriate mediator agreeable to all Parties.
  2. If the Parties hereto cannot agree on a mediator, they may accept a mediator appointed by a recognized association such as the American Arbitration Association.
- E. Qualifications of a Mediator:
1. Any mediator selected hereunder ("Mediator") must have expertise in the area of the dispute and be knowledgeable in the Mediation process.
  2. No person shall serve as a Mediator in any dispute in which that person has any financial or personal interest in the result of the Mediation.
  3. Before accepting an appointment, the prospective Mediator must disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with the parties. Upon receipt of such information, the Parties will confer and decide whether to select another Mediator.
- F. Vacancies
1. If any Mediator becomes unwilling or unable to serve, another Mediator will be selected unless the Parties agree otherwise.
- G. Representation
1. Any Party may be represented in the Mediation by person(s) of their choice who must have full authority to negotiate.
  2. The names and addresses of such representative(s) must be communicated in writing to all Parties and to the Mediator.
- H. Time and Place of Mediation
1. The Mediator will set the time of each Mediation session.
  2. The Mediation will be held at a convenient location agreeable to the Mediator and the Parties, as determined by the Mediator.



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3. All reasonable efforts will be made by the parties hereto and the Mediator to schedule the first session within sixty (60) Days after selection of the Mediator.

I. Identification of Matters in Dispute

1. Unless a longer period of time is required by the Mediator, at least ten (10) days before the first scheduled Mediation session, each Party must provide the Mediator a brief memorandum setting forth such Party's position with regard to the issues identified in the Request for Mediation, and any other pertinent issues that such Party believes need to be resolved. At the discretion of the Mediator, or otherwise agreed by the Parties, the Parties hereto may mutually exchange such memoranda.
2. At the first Mediation session, the Parties will be expected to produce all information reasonably required for the Mediator to understand the issue(s) presented. The Mediator may require each Party to supplement such information.

J. Authority of Mediator

1. The Mediator does not have authority to impose a settlement on the Parties, but will attempt to assist the parties hereto in reaching a satisfactory resolution of their dispute.
2. The Mediator is authorized to conduct joint and separate meetings with the Parties, and to make oral and written recommendations for settlement.
3. Whenever necessary, the Mediator may also obtain expert advice concerning technical aspects of the dispute, provided that the Parties agree in writing in advance to such outside expert advice, to assume the expenses of obtaining such expert advice, and whether the arrangements for obtaining such expert advice will be made by the Mediator or one or more of the Parties.
4. The Mediator is authorized to end the Mediation whenever, in the Mediator's judgment, further Mediation efforts would not contribute to a resolution of the dispute between the Parties.

K. Privacy

1. Mediation sessions are private.
2. The Parties and their representatives may attend Mediation sessions.
3. Other persons may attend Mediation sessions only with the prior written consent of each of the Parties , and with the consent of the Mediator.

L. Confidentiality

1. The Mediator will not divulge confidential information disclosed to a Mediator by the Parties or by witnesses in the course of the Mediation.
2. All records, reports, or other documents received by a Mediator while serving as Mediator, are confidential.
3. The Mediator must not be compelled to divulge such records or to testify in regard to the Mediation in any adversary proceeding or judicial forum.
4. The Parties shall maintain the confidentiality of the Mediation and shall not rely on, or introduce as evidence in any arbitration, judicial or other proceedings:
  - a. Views expressed or suggestions made by the other Party with respect to a possible settlement of the dispute;
  - b. Statements made by the other Party in the course of the Mediation proceedings;
  - c. Proposals made or views expressed by the Mediator;



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- d. Whether the other Party had or had not indicated willingness to accept a proposal for settlement made by the Mediator.
- M. No Stenographic Record
1. There shall be no stenographic record of the Mediation.
- N. Termination of Mediation
1. The Mediation shall be terminated:
    - a. By the execution of a Settlement Agreement by the Parties with respect to the issues subject to the Mediation;
    - b. By a written declaration of the Mediator to the effect that further efforts at Mediation are no longer worthwhile; or
    - c. By a written declaration of one or more of the Parties to the effect that the Mediation proceedings are terminated.
- O. Exclusion of Liability
1. No Mediator shall be a necessary party in judicial proceedings related to the Mediation.
- P. Interpretation and Application of These Mediation Provisions
1. The Mediator will interpret and apply these Mediation provisions insofar as they relate to the Mediator's duties and responsibility.
- Q. Expenses
1. The expenses of witnesses for each Party must be paid by the Party producing such witnesses.
  2. All other expenses of the Mediation, including required traveling and other expenses of the Mediator, and the expenses of any witness called by the Mediator, and the cost of any proofs or expert advice produced at the direct request of the Mediator, will be apportioned equally between the Parties, or otherwise, as the Mediator finds appropriate, or as may otherwise be agreed by the Parties, provided, however, that a Party shall not be responsible for any such Mediation expense to which such Party did not consent in advance in writing.

**12.05 Compensation for Participation in Mediation**

- A. Consultant is not entitled to compensation for time spent in or for negotiations or Mediation to resolve questions or disputes between Consultant and Owner arising out of this PSA.

**PART 13 - MISCELLANEOUS PROVISIONS**

**13.01 Capitalization and Formatting**

- A. Terms capitalized in this PSA include those that are:
  1. Specifically defined; or
  2. Titles of Parts or paragraphs; or
  3. Titles of reports or Deliverables; or
  4. Titles of other documents.
- B. Unless otherwise indicated, **highlighted**, **emboldened**, *italicized*, or underlined text is not indented to imply special significance but serves merely as an aid to the reader to distinguish or quickly reference selected text.
- C. Text shown with Strike Through font is meant to, and does, exclude such text from the PSA. It is shown as such merely for the convenience of the Owner.



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- D. The captions of the Parts and paragraphs are for convenience only and will not be deemed relevant in resolving any question of interpretation or construction of any such Part or paragraph.

**13.02 Force Majeure**

- A. Neither party hereto shall be liable to the other Party hereto for damages or delay in performance caused by events beyond the control of such Party or such Party's employees, agents, affiliates, officers, directors, Subconsultants, or representatives, provided that (i) such events are not in any way attributable to any act or omission of such Party or any of such Party's employees, agents, affiliates, officers, directors, Subconsultants, or representatives, and (ii) the Party claiming such delay promptly provides written notice to the other Party specifying the cause and a good faith estimate of the duration of such delay ("Force Majeure Notice"), and (iii) such Party cures such delay and resumes performance hereunder as soon as practicable under the circumstances. Except for those commitments identified in the Force Majeure Notice, the affected Party shall not be relieved of its responsibility to fully perform as to all other obligations of such Party under this Agreement. Notwithstanding the foregoing, if such Force Majeure event continues for a period of more than 90 days from the date of such Force Majeure Notice, the County shall be entitled, in its sole discretion, to terminate this Agreement.

**13.03 Waiver**

- A. In the event any provision of this PSA is held to be invalid and unenforceable by a court of competent jurisdiction, the remaining provisions shall be valid and binding on the Parties.
- B. One or more waivers by either Party of any provision, term, condition or covenant shall not constitute a waiver of any subsequent breach.

**13.04 Timely Approvals**

- A. Whenever the approval of Owner or Consultant is required pursuant to this PSA, such approval shall not be unreasonably withheld or delayed.

**13.05 Ownership & Use of Instruments of Service**

- A. Owner shall be the owner of the following items in connection with this Agreement upon creation, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Consultant shall not release any of such items to any other person except after prior written approval of Owner.
- B. Unless otherwise specified herein, Consultant hereby assigns to Owner all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Consultant pursuant to this PSA (collectively referred to as "Copyrightable Work and Inventions"). Owner shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. Consultant agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Consultant warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Consultant at its own expense shall defend, indemnify, and hold harmless Owner against any claim that any Copyrightable Works and Inventions or other items provided by Consultant hereunder infringe upon intellectual or other proprietary rights of a third party, and Consultant shall pay all



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**Capital Division**

damages, costs, settlement amounts, and fees that may be incurred by Owner in connection with any such claims.

- C. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this PSA.
- D. Consultant is not entitled to any fees for Owner's use of Instruments of Service unless Owner enters into an agreement with Consultant for Services in connection therewith.

### **13.06 Reliance**

- A. Unless otherwise indicated, Consultant may rely on the accuracy and technical quality of documents provided by Owner or the Owner's authorized consultants.

### **13.07 Taxes**

- A. Consultant shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this PSA and shall make any and all payroll deductions required by law. Owner shall not be responsible for paying any taxes on Consultant's behalf, and should Owner be required to do so by state, federal, or local taxing agencies, Consultant agrees to promptly reimburse Owner for the full value of such paid taxes plus interest and penalty, if any. Such taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

### **13.08 Conflicts of Interest**

- A. Consultant covenants that Consultant presently has no employment or interest, and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this PSA. Consultant further covenants that in the performance of this PSA, no person having any such interest shall be employed or otherwise engaged by Consultant or any Subconsultant. Consultant must promptly disclose to Owner, in writing, any potential conflict of interest. Owner retains the right to waive a conflict of interest disclosed by Consultant if Owner determines it to be immaterial, and such waiver is only effective if provided by Owner to Consultant in writing.

### **13.09 No Publicity or Endorsement**

- A. Consultant shall not use Owner's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Consultant shall not use Owner's name or logo in any manner that would give the appearance that the Owner is endorsing Consultant. Consultant shall not in any way contract on behalf of or in the name of Owner. Consultant shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Owner or its projects, without obtaining the prior written approval of Owner.

### **13.10 Non-Discrimination**

- A. Owner hereby notifies Consultant that Owner's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this PSA and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Consultant agrees to comply with said ordinance.

### **13.11 Execution in Counterparts**

- A. This PSA may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

### **13.12 Governing Law**





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- A. This PSA shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

#### **PART 14 - NOTICES**

- A. All notices will be deemed to have been given when made in writing and delivered or mailed to the representatives of Owner and Consultant at their respective addresses as shown in Exhibit E ("Notices"), attached hereto and incorporated herein by reference.

#### **PART 15 - LIMITS OF AGREEMENT**

- A. This PSA, including all Exhibits attached hereto, constitutes the entire and integrated agreement between Owner and Consultant with respect to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, representations, or agreements, either written or oral, preceding this PSA.
- B. This PSA may be amended only by written agreement signed by Owner and Consultant, except as otherwise expressly authorized herein.
- C. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this PSA shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- D. No remedy herein conferred upon or reserved to Owner is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

#### **PART 16 - PROPOSAL**

- 16.01** The County's Request for Qualifications/ Proposals (RFQ/P) for this project and the proposal submitted by Consultant in response to same (Proposal) are attached hereto as Exhibit F and incorporated herein by reference.

#### **PART 17 - EXHIBITS**

- A. The following listed Exhibits referred to herein are incorporated in this PSA as though set forth in full. In the event of conflict between provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.
1. Exhibit A, "Consultant's Scope of Work & Hourly Rates"
  2. Exhibit B, "Consultant's Staff & Subconsultants"
  3. Exhibit C, "Consultant's Compensation"
  4. Exhibit D, "Indemnification And Insurance Requirements"
  5. Exhibit E, "Notices"
  6. Exhibit F, "RFQ/P and Proposal"
  7. Attachments



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**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective as of the date executed by the COUNTY

**County of Santa Barbara**

By: \_\_\_\_\_  
**DAS WILLIAMS, CHAIR  
BOARD OF SUPERVISORS**

**ATTEST:**  
MONA MIYASATO,  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

**CONSULTANT:**  
Michael Baker International, Inc.  
5 Hutton Center Drive, Suite 500  
Santa Ana, CA 92707

By: \_\_\_\_\_  
Deputy

By: Richard Beck  
Authorized Representative

Name: Richard Beck  
Title: Vice President  
Address: 5 Hutton Center Drive, Ste. 500  
City/State/Zip: Santa Ana, CA 92707

**APPROVED AS TO FORM:**  
RACHEL VAN MULLEM  
COUNTY COUNSEL

DocuSigned by:  
Lauren Wideman  
By: \_\_\_\_\_  
8F464D822C84458...  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**  
BETSY SCHAFFER, CPA, CPFO  
AUDITOR-CONTROLLER

DocuSigned by:  
Robert Geis  
By: \_\_\_\_\_  
D25019E2AF094BE...  
Deputy

**APPROVED AS TO FORM:**  
GREGORY MILLIGAN  
RISK MANAGER

DocuSigned by:  
Gregory Milligan  
By: \_\_\_\_\_  
DC240AC1E64247D...  
Risk Manager

**RECOMMENDED FOR APPROVAL:**  
KIRK LAGERQUIST, DIRECTOR  
GENERAL SERVICES DEPARTMENT

DocuSigned by:  
Kirk Lagerquist  
By: \_\_\_\_\_  
19AEDA90054E4CE...  
Department Head

**END OF AGREEMENT**



County of Santa Barbara: General Services  
**Capital Division**

**EXHIBIT A**

**SCOPE OF WORK; HOURLY RATES**

The following scope of work and hourly rates, which include all overhead, administrative costs, and profit, shall apply to hourly-rate Services. Any rate increases must be approved in advance in writing by the OPM, and shall thereafter take effect on the following anniversary of the Board of Supervisors' approval of the PSA. Modifications to Consultant's Hourly Rate Schedule to include out-years beyond the rates identified in this Exhibit A, and the addition of personnel not identified in Exhibit B, will be negotiated by the Parties using as a benchmark the prevailing rates/increase for similar Consulting Services in the California Central Coast area, and are subject to prior written approval by the OPM in each instance as an administrative modification to the PSA.

CONSULTANT FIRM NAME: Michael Baker International, Inc.

**SCOPE OF WORK:** ATTACH SCOPE OF WORK

## A. SCOPE OF WORK

### 1.1 Project Kick-Off

A project team kick-off meeting will be held upon notice to proceed. The purpose of the meeting is to discuss any updates since the proposal and notice to proceed; key team member introductions; communication and site access protocol; project schedule; project billing; and action items. This task includes budget for setup of the initial project schedule, agenda preparation, meeting time, as well as meeting minutes.

### 1.2 Comprehensive Site Assessment

Michael Baker will provide a site assessment for areas within the project site. The assessment shall focus on the electrical systems that service the site elements below. This task includes visual inspection (noninvasive), assessment, and reporting of the existing conditions as well as an analysis on the ability for future use. The specific areas of focus include:

- Administrative Office Building
- Control Room Building
- Laboratory Annex Building
- Warehouse Building
- Desalination Plant
- Wastewater/Sewer Plant
- Electrical Substation and associated distribution

Specific field investigation includes review of:

1) Existing electrical metering and service for the site, and buildings; 2) Location of distribution boards, panelboards, and specialty electrical power distribution equipment; 3) Determination of the method of power distribution. 4) This review is not intended to be for the creation of electrical “as-built” documents. Review of existing “as-built” or original electrical construction documents as may be available. Documentation of observable electrical systems as may pertain to the proposed site improvements. A brief, written summary of any observed code issues or electrical conditions which appear to conflict with the proposed site improvements shall be provided.

Field investigation of existing electrical systems shall include the following:

Main electrical service entrance; main switchgear and metering; primary electrical distribution system; secondary electrical distribution system (to panel boards); transformers; fault current ratings; coordination Studies or Report (if available); uninterruptible Power Supply (UPS) System; and emergency Power Systems.

Analysis of existing electrical conditions shall include the following:

System capacity at each operating voltage; appearance of physical condition; opinion of remaining useful life; energy efficiency relative to current technology; expandability, flexibility, modularity of systems; appropriateness of systems relative to reuse for the proposed site improvements; observed code compliance issues; system configuration, topology, and layout; system maintenance and operating issues; review of proposed improvement concepts relative to electrical systems; review of existing electrical record drawings for the existing electrical service and distribution system.

### 1.3 Zoning Analysis

Michael Baker will identify the baseline zoning and entitlement information needed to support the development of the Subject Property located at 17100 Calle Mariposa Reina in Gaviota, an unincorporated community in the County of Santa Barbara, commonly identified as Assessor Parcel Number 081– 130–070. Our intent is to work collaboratively with the County Planning and Development Department and synthesize information gathered to date. Michael Baker will take a three (3) phase approach in preparing a Zoning and Entitlement Summary Memorandum and Exhibit as part of the Facilities and Infrastructure Asset Assessment Work Product.

The first phase will be the due diligence to assess and research the existing conditions, zoning and land uses, as described in the Request for Proposals. This will include verifying and cataloging regulatory agencies jurisdiction and verification of their regulations and restrictions for development/reuse of the site. The second phase will outline constraints and opportunities, incorporating findings from other relevant tasks. The third phase will take the preliminary findings from the above-mentioned tasks and other tasks such as environmental and limited geotechnical review to develop an opportunity and constraints land use exhibit, (civil and survey is excluded) that attempts to resolve constraints with County's goals and objectives, this phase will include an entitlement fee summary and timeline. This task would assume two (2) rounds of revisions based on client feedback.

### 1.4 Regulatory Analysis

Michael Baker will provide a regulatory review, including the California Coastal Commission (CCC), and California Energy Commission (CEC), and other state and federal agencies that may have jurisdiction over current and future uses at the subject site. Michael Baker will provide an initial Coastal Act Consistency Analysis, which will review potential activities that may or may not be able to occur in the coastal zone. This task excludes agency coordination with the CCC or CEC.

### 1.5 Pavement Condition Analysis

The site contains several paved areas including service roads, access drives, and parking lots. Michael Baker will perform an on-site visual pavement condition evaluation following the Pavement Surface Evaluation and Rating (PASER) standard. The PASER method was developed by the University of Wisconsin-Madison as a means for rapid pavement condition evaluation. Ratings range from 1 to 10 and the table below describes the scoring categories.

PASER Score	Condition Category	Recommended Treatment
10-9	Excellent	No Maintenance Required
8-7	Good	Crack Sealing or Routine Maintenance
6-5	Fair	Preservation treatments for surface repairs
4-3	Poor	Structural Intervention
2-1	Failed	Reconstruction

Prior to on-site evaluations, the pavement area will be divided into multiple pavement sections based on visually identifiable pavement characteristics (material type, age, deterioration, etc.). Pavement sectioning will be done utilizing GIS applications and publicly available aerial imagery. During the on-site condition evaluation, each identified pavement section will be evaluated based on the rating protocols of the PASER method and a PASER score will be assigned to each pavement section. Example images of existing pavement condition will be recorded during pavement evaluation.

The pavement evaluation will only include parking facilities and access roads at the project site, and it is assumed that Santa Barbara County will provide any necessary permits for Michael Baker to access and evaluate the project site. There are no anticipated closures of parking lot or access road facilities during the on-site pavement evaluation.

Michael Baker will prepare a project report that describes pavement evaluation method, evaluation results, and repair recommendations. The report will include maps and tables with pavement section conditions, images that show examples of documented findings, and maintenance recommendations. Michael Baker will also deliver a color-coded GIS map (KML, Shapefile, or similar) that show each pavement section and its respective condition.

## **1.6 Environmental & CEQA Analysis**

Michael Baker will prepare environmental scoping documentation to assist the County in determining key environmental issues and requirements under the California Environmental Quality Act (CEQA). Michael Baker will prepare a qualitative memorandum comprised of the following key components: 1) baseline environmental conditions for the proposed project site and adjacent areas; 2) environmental constraints, focusing on key areas such as biological resources, hydrology/water quality, air quality, greenhouse gases, noise, and aesthetics, among other topical areas; and 3) a recommendation regarding the appropriate form of CEQA clearance documentation that will be required for the project as part of a separate, future phase. Quantified technical analyses or technical studies (e.g., modeling for air quality, greenhouse gases, and/or noise) are specifically excluded from this task.

The memorandum will also include baseline investigations, including a delineation of jurisdictional waters, biological technical memorandum, and archeological/paleontological technical letters. This task excludes focused biological protocol surveys.

The Environmental memorandum will be utilized by the County and Michael Baker team to identify key environmental constraints early in the planning process. This approach will allow for the County and Michael Baker to make informed decisions regarding potential design alternatives and accommodate potential design features that may avoid or minimize environmental impacts. This memorandum will also assist the County in determining the appropriate form of CEQA clearance for the proposed project, to assist with defining the scope, schedule, and cost of environmental documentation that will apply in a future phase. It should be noted that a formal CEQA document is excluded from this scope of work.

## **1.7 Recommendations, Cost Estimates, Final Report**

The assessment report shall include the formulation of specific recommendations of what systems, equipment, and/or structures can be re-used (including items/elements that may need additional repair, upgrade, or renovation) as part of future County ownership and operation of the site. Proposers will include

rough order of magnitude (ROM) cost estimates for the rehabilitation or removal of existing systems and structures. The format of the Assessment Report will be a collaborative effort between Michael Baker and the County.

### Solar Feasibility Analysis

#### **2.1 Develop Concept-Level Design**

Michael Baker has retained Optony, to provide focused support related to energy systems and solar feasibility. The concept design will take inputs from the geotechnical, facility, and electrical equipment condition assessments performed in Tasks 1.2-1.7. We will synthesize these and other key work products to create optimized, and realistic, solar + battery power plant (PV+BESS) design options. This task specifically includes the following analysis:

- Identify site PV development potential and constraints and discuss preliminarily with County.
- Confirm spaces available or potentially available for solar PV development and obtain County feedback on proposed locations and scope. Based on County input, propose BESS system for discussion with SCE and/or other potential energy off-takers.
- Develop preliminary system design and single-line diagrams and analyze system interconnection locations, limitations, and needs.
- Compile proposed equipment spec sheets for modeling and procurement planning.
- Create photo renderings of proposed system from multiple community viewpoints. Michael Baker has also retained RNT Architects to provide architectural support renderings, as needed for tasks 1.1 and 2.1. A budget amount of \$14,310 has been set for architectural support.
- Evaluate possible landscape and fencing options to mitigate conservation and viewscape impacts of the project.
- Analyze energy off-taker options and develop pros-and-cons comparison in context of meeting County sustainability and financial goals.
- Prepare site impacts overview, construction, and procurement recommendations.

#### **2.2 Utility Provider - Analysis and Presentation of Requirements**

This task includes the inventory of existing electrical infrastructure equipment that can be re-utilized (or removed) for optimized PV+BESS development. Using available data, we will analyze constraints of existing electrical infrastructure and the feasibility of upgrades that may reduce identified constraints. Once defined, the Michael Baker Team will prepare a preliminary interconnection approach and documentation to drive early conversations with the owner of the grid past the interconnection point (i.e., Southern California Edison).

### **2.3 Solar-Specific Regulatory Analysis**

This task includes the identification of relevant Authorities Having Jurisdiction (AHJ), related to the solar component of the project. Such AHJs have purview and are responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, installation, or other procedures. This task will include a summary of the solar constraints imposed, or potentially imposed, by AHJs, with proposals for working through or around such constraints. It should be noted that this task varies from Task 1.4 as it is specifically focuses on solar infrastructure.

### **2.4 Geotechnical Review**

Michael Baker has retained Ninyo & Moore for initial geotechnical review/support. This task includes limited geotechnical support and review of available literature. Such review may include geotechnical review of existing terracing and leveling to preliminarily determine capacity of proposed PV sites to hold dead-load and wind-load of proposed solar and to determine any additional needs for stabilization, grading, seismic mitigation, or erosion control. This task excludes sampling, or subsurface work. A budget amount of \$5,000 has been set for geotechnical review.

### **2.5 Cost-Benefit Analysis**

The Michael Baker Team will perform cost-estimating analyses to show expected capital expenditures and long-term ownership costs of the proposed PV+BESS project. Utilizing industry and proprietary modeling software, we will produce estimates of system production and gross and net financial benefits in various project development scenarios (e.g., cash purchase, lease-leaseback, PPA). Once analyzed, we will develop recommended strategies for procuring, developing, and optimizing the proposed PV+BESS project.

### **2.6 Feasibility Study Report Format**

The Michael Baker Team will submit a draft annotated outline for review and comment by County staff. Once approved in concept, Michael Baker will prepare the final Solar Feasibility Study Report for final review. Depending on the stakeholders, County Department, Board, etc., the format of the report can be adjusted as needed. The final report will include the collective information from all 2.0 tasks and will accompany the final comprehensive site report for the property.

### **3.0 Project Management**

Richard Beck shall serve as the Project Manager for the Michael Baker Team. All communications shall go through Mr. Beck for managing the Project for the project Team. Meetings shall be scheduled to facilitate timely review and approvals necessary to make sure there is appropriate progress and task completion. Dates, times, and locations shall be agreed upon by Michael Baker and the County. Mr. Beck shall be responsible for the following tasks:

- Serve as liaison to the County for contract administration, communication, meeting organization (we anticipate most meetings will be virtual, but our scope includes up to four in-person meetings), scheduling (project schedule and in-house team schedule), and budget;
- Assignment of tasks and providing technical direction to the Michael Baker Team;



## GAVIOTA, MARIPOSA REINA SITE-Facilities and Infrastructure Asset Assessment

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- Review of technical documents to make sure they have been quality controlled and are in compliance with the Scope of Work and standard set forth by the client;
- Monitor the project schedule and budget and advise the client in advance to the extent practicable when schedule or budget is impacted;
- Participate in development and conduct quality control reviews for all deliverables from Michael Baker Team members.

## B. BUDGET OF SERVICES

TASK	Total Cost
1.1 Project Kick-Off	\$6,996
1.2 Comprehensive Site Assessment	\$70,843
1.3 Zoning Analysis	\$69,730
1.4 Regulatory Analysis	\$39,620
1.5 Pavement Conditions Analysis	\$22,176
1.6 Environmental/CEQA Analysis	\$62,900
1.7 Recommendations, Cost Estimates, Report	\$39,376
2.1 Concept Level Design	\$25,864
2.2 Utility Provider Analysis	\$15,600
2.3 Solar-Specific Regulatory Analysis	\$15,246
2.4 Geotechnical Review	\$5,000
2.5 Cost Benefit Analysis	\$20,089
2.6 Feasibility Report	\$25,914
2.7 Project Management	\$63,420
Other Direct Costs	\$8,000
<b>TOTAL COST (Fixed Fee / % Complete)</b>	<b>\$490,772</b>



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**END EXHIBIT A**



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**EXHIBIT B**

**CONSULTANT'S STAFF & SUBCONSULTANTS**

- A. Consultant declares that the Principal-in-Charge on behalf of Consultant shall be Michael Baker International, Inc. Consultant declares that the Project Manager shall be Richard Beck.
- B. Consultant will only employ Subconsultants identified in the Consultant's response to the County's RFQ for this project, and each Subconsultants must, if their profession or specialty is licensable, be licensed by the State of California to perform such Services. Consultant must obtain Owner's prior written approval of any other subconsultants or subcontractors. Upon Owner's request, Consultant shall provide copies of all Subconsultant contract agreements to Owner.
- C. None of the Staff or Subconsultants shall be replaced without OPM's prior written approval pursuant to an amendment to this PSA, . If Consultant's Project Manager or any other designated key staff person or Subconsultant fails to perform to the satisfaction of Owner, upon written notice from Owner's Project Manager, Consultant shall, within fifteen (15) calendar days, remove that person from the Project and provide a qualified replacement acceptable to OPM, and subject to OPM's prior written approval.

**END EXHIBIT B**



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**EXHIBIT C**

**CONSULTANT'S COMPENSATION**

**1. COMPENSATION SUMMARY**

a.	Consultant's <b>Fixed Fee</b> for the <b>Basic Services</b> described in <u>Exhibit A</u> , "Consultant's Scope of Work and Hourly Rates" shall be:	
	Services for Base Services	\$490,772.00
	Services for Alternates	\$0
	<b>SUBTOTAL: Fixed Fee for Basic Services</b>	<b>\$490,772.00</b>
b.	<b>Allowance for Reimbursable Expenses pursuant to Part 10.02</b>	<b>1 \$0</b>
c.	Allowance for Additional Basic Services (PSA Part 5.04) and Supplementary Services (PSA Part 10.03) that may be authorized by the Owner in writing pursuant to issuance of a <b>Supplementary Services (SS) Order</b> , issued during the period of the PSA.	<b>\$37,038.60</b>
2.	<b>MAXIMUM COMPENSATION (a+b+c)</b>	<b>\$527,810.60</b>

**3. PROGRESS PAYMENTS**

- a. For **FIXED FEE** portion, Progress Payments will be on the basis of completion of Project Milestones.
- b. For **HOURLY FEE** portion, Progress Payments will be made monthly and based on the actual hours worked during the billing period charged at the hourly rates set forth in Exhibit A or B to the PSA. **(Consultant must include back up information for payment including a breakdown of the staff hours for particular tasks performed: task-fee breakdown)**
- c. Only invoices identifying personnel listed in Exhibit A or B to the PSA will be accepted by Owner for payment.
- d. Consultant must submit appropriate documentation and information to support each invoice, including a narrative description of Services performed during such billing period; completed milestones and deliverables.



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**END EXHIBIT C**



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**EXHIBIT D**

**Indemnification and Insurance Requirements  
(For Professional Contracts)**

**INDEMNIFICATION**

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

**NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS**

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

**INSURANCE**

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. ***(Not required if CONTRACTOR provides written verification that it has no employees)***
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.



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If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required





County of Santa Barbara: General Services  
**Capital Division**

insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.



County of Santa Barbara: General Services  
**Capital Division**

**END EXHIBIT D**



County of Santa Barbara: General Services  
**Capital Division**

**EXHIBIT E**

**NOTICES**

1. All notices are deemed to have been given when made in writing and delivered or mailed to the representatives of Owner and Consultant at their respective addresses as follows:

**a. Owner:**

County of Santa Barbara  
Capital Division  
1105 Santa Barbara St. (Historic Courthouse, 2<sup>nd</sup> Floor)  
Santa Barbara, CA 93101

Attention: Patrick Zuroske, Assistant Director, General Services Department  
(805) 568-3096 / pzuroske@countyofsb.org

**b. Consultant:**

Michael Baker International, Inc.  
5 Hutton Center Drive, Suite 500  
Santa Ana, CA 92707

Attention: Richard Beck

**END EXHIBIT E**



County of Santa Barbara: General Services  
**Capital Division**

Exhibit F  
**RFQ/P and Proposal**



**RFQ #: 20036 – RFQ/P**

**REQUEST FOR QUALIFICATIONS/PROPOSALS  
FOR  
FACILITIES AND INFRASTRUCTURE ASSET ASSESSMENT  
AND SOLAR FEASIBILITY STUDY**

**GAVIOTA, MARIPOSA REINA SITE**

**Address: 17100 Calle Mariposa Reina, Goleta, CA 93117**

Publish Date: February 3, 2023

Submission Deadline: March 17, 2023

**SANTA BARBARA COUNTY**

**SANTA BARBARA, CALIFORNIA**

**Santa Barbara County – General Services Department  
1105 Santa Barbara Street, Second Floor  
Santa Barbara, CA 93101**

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- A EXHIBITS (A through G)
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- A STATEMENT OF WORK
- B PAYMENT ARRANGEMENTS, PERIODIC COMPENSATION, HOURLY RATE SCHEDULE
- C INDEMNIFICATION AND INSURANCE REQUIREMENTS

## **1. INTRODUCTION**

The County of Santa Barbara General Services Department (“County”) is seeking qualifications from design/consultant teams (“Proposers”) demonstrating expertise in working closely with public entities, having a proven track record of successfully developing site assessments and solar feasibility studies, and having the technical capability to advise on the possible development of the project site.

The selected Proposer will provide two deliverables: 1) a thorough assessment of the site conditions and integrity of existing infrastructure, and 2) an in-depth photovoltaic solar assessment that includes an evaluation of the site’s solar production capacity and a cost-benefit analysis. These deliverables will be utilized to inform the County of a conceptual plan for potential acquisition. The County will work with Proposers to assess the efficacy of this site location in achieving the County’s Zero Net Energy goals as well as providing critical water resources and services to adjacent operations.

The purpose of this Request for Qualifications/Requests for Proposal (“RFQ/P”) is to solicit meaningful responses so that the County may select from a range of proposals that best meet the County’s needs and requirements. The County urges all interested proposers to carefully review the requirements of this RFQ/P. Written qualification submittals containing the requested information will serve as the primary basis for final selection. All proposals will be reviewed by the Selection Committee. The County reserves the right to select multiple Proposers, or Teams of Proposers, based on the responses to this RFQ/P and/or to conduct interviews at the County’s discretion. It is the responsibility of all Proposers to thoroughly read ALL sections of this RFQ/P prior to submitting a response. The contracts and agreements described in this RFQ/P are non-negotiable.

## **2. BACKGROUND**

The subject property is located at 17100 Calle Mariposa Reina in Gaviota, an unincorporated community in the County of Santa Barbara, commonly identified as Assessor Parcel Number 081-130-070, shown on Exhibit A and owned by the Point Arguello Pipeline Company managing partnership with the site maintained and operation by Freeport McMoran Oil & Gas. Within the developed area, there is one existing administrative building (19,943 SF – Exhibit B, C), one existing control room (12,783.47 SF – Exhibit D) and one existing storage warehouse (5,423.84 SF). Additionally, the site has an existing desalination plant (9,971.98 SF), a wastewater/sewer treatment plant, and stormwater system.

Historically, the site was developed and utilized as a regional pipeline hub for off-shore oil production flowing to on-shore pipeline systems destined for refining. The site is extensively developed to support the receipt and distribution of oil and natural gas produced through off-shore oil production. This includes extensive pipeline systems (both above and below ground), a sea water desalinization plant, wastewater/sewer treatment plant, pipeline control systems (contained within a master control structure), storm water (surface water) retention systems, above grade potable/non-potable water storage tanks, fire suppression system, an office structure used to support on site-technical staff, and multiple accessory structures (several of which have machine shops for fabrication and repairs of the on-site mechanical systems). The site once contained five gas-fired generators (using natural gas by-product produced as part of the oil production process) that have since been de-commissioned and removed from the site.

### 3. GOAL

The goal of this RFQ/P is to assist the County in evaluating the site and determining if it is suitable for the County's objective to increase resilience along the Gaviota coast, protect essential resources, and support the pursuit of the County's Zero Net Energy goals. This effort will enable the County to select a qualified team of professionals that can assess the current condition of the site and make a recommendation for its best use. The condition survey of the site will include safety concerns, potential liabilities, zoning restrictions, and an audit of usable (remaining) and unusable (demo) infrastructure and improvements on-site. Additionally, Proposers will conduct a separate feasibility study for a solar system with grid-tied battery storage.

An assessment of regional resiliency, cost savings, and growth in partnerships are the expected outcomes of this project. The County intends to use distributed energy resources to realize electricity savings through demand charge management and energy arbitrage by providing emissions-free back-up power to support County operations.

This project has the potential to become a legacy effort in California's transition from a fossil fuel-based industry to one that provides value to both humans and the environment. The County has a goal of becoming a Zero Net Energy organization and desires to work with partners to reuse this site for a purpose that is regenerative, equitable, and forward-thinking.

### 4. SCOPE OF WORK

The primary scope of this effort is to conduct an assessment that encompasses the various challenges and conditions required to evaluate the site for future use. This assessment will allow for the systematic analysis of current conditions, financial considerations, efficacy of existing infrastructure, solar and battery storage development potential, future Operational & Maintenance (O&M) requirements, and regulatory challenges and concerns.

This effort is not a request for formal design, understanding that future development of the site is undetermined. Rather, this specific request is to complete a site survey, perform a concept study, assess existing buildings and infrastructure, develop a recommendation for maximum solar deployment and energy storage, analyze existing planning and zoning allowances and restrictions, perform a cost-benefit analysis, and advise the County on the most appropriate use of the site.

Proposers shall provide a cost-effective concept-level design of a solar photovoltaic array, assessment of the environmental permitting limitations and safety aspects, description of installation and interconnection challenges, and all associated documentation, financing, maintenance, and warranties of Solar PV and Battery Energy Storage Systems. Proposers will act as unbiased advisors for the County of Santa Barbara and will provide a recommendation on the appropriate removal of existing infrastructure and facilities, and the development and long-term use potential for this specific location.

#### 4.1 Work Products

As previously stated, there will be two work products associated with this project. They are as follows:

##### 4.1.1 Facilities and Infrastructure Asset Assessment

**4.1.1.1 Comprehensive Site Assessment:** Section 4.2 below provides an overview of the significant elements of the site structures, systems, and infrastructure. This project will



include the inspection, assessment, and reporting on each of the site elements, including their existing conditions, and their ability for future use by the County.

**4.1.1.2 Zoning:** The site location is currently within the Coastal Zone, which outlines what can and cannot be developed within the parcels. In addition to developing the site with solar photovoltaics and a battery energy storage system, the County is interested in integrating dry storage area(s) on-site for equipment from various County departments and possible temporary and/or permanent processing and storage area(s) for storm debris for the County Flood Control District. Additionally, the on-site structures should be evaluated for potential re-use. Proposers of this RFQ/P should be prepared to perform an assessment of the existing zoning issues, restraints, and requirements to inform the County on possible risks, including financial and environmental.

**4.1.1.3 Regulatory Analysis:** The site will likely be subject to a variety of regulatory requirements, based on its location within the Coastal Zone, and future proposed uses. The Proposer shall include a full regulatory review, including the California Coastal Commission (CCC), and California Energy Commission (CEC), and other state and federal agencies that may have jurisdiction over current and future uses at the subject site. The review should include a presentation of each regulatory agency that might have input on the re-development of the site, including the de-commissioning of the existing pipeline and distribution system.

**4.1.1.4 Pavement Condition Analysis:** The site contains several paved areas including service roads, access drives, and parking lots. Using the Pavement Condition Index (PCI) system, assess the paved surfaces and provide a report of the current condition with recommendations on repair, rehabilitation, or replacement.

**4.1.1.5 Environmental & CEQA Analysis:** Evaluate the site for potential environmental impacts based on previous and current use. Presentation of potential environmental condition issues should be included in the assessment report. CEQA and other environmental regulations that may be associated with the site both in its current state and through potential re-use or future modifications of the site should be part of this effort.

**4.1.1.6 Recommendations:** The assessment report shall include the formulation of specific recommendations of what systems, equipment, and/or structures can be re-used (including items/elements that may need additional repair, upgrade, or renovation) as part of future County ownership and operation of the site. This includes evaluation and recommendations regarding the existing desalination plant, wastewater treatment plant, all piping systems, electrical equipment, and stormwater system infrastructure located within the site.

**4.1.1.7 Cost Estimating:** Proposers will include rough order of magnitude (ROM) cost estimates for the rehabilitation or removal of existing systems and structures. The cost of restoration of areas where removal is executed should be considered. Systems and structures that are determined to either be no longer of use for the County or would cost more to comply with current building & safety codes (ADA, seismic, Title 24, et al.) or mitigate than replacement with new systems or structures must be identified in the Assessment Report. The use of a third-party cost estimator(s) is preferred for this task to improve accuracy. The cost estimates should be presented in Construction Specification Institute (CSI) format.

**4.1.1.8 Assessment Report Format:** The format of the Assessment Report will be a collaborative effort between the successful Proposer and the County.

## 4.1.2 Solar Feasibility Study

**4.1.2.1 Develop Concept-Level Design:** Assemble a solar feasibility concept design that describes the potential for a solar photovoltaic (PV) array and battery energy storage system within the property boundary. System design documents should include, but not limited to, the following:

- Conceptual site plan with system layout and description
- General system schematics & single-line diagrams
- Capacity calculations
- Equipment details and descriptions
  - ❖ Controls & instrumentation
  - ❖ Monitoring and data management systems
  - ❖ Equipment and materials schedule
  - ❖ Metering or sub-metering equipment
- Photo renderings showing visual of system concept
- Concepts of landscape and fencing
- Points of interconnection
- Electrical utility provider interconnection requirements
- Rough outline of required construction specifications

Note that the County is not requesting design above the concept level other than what will be required to appropriately assess the site capabilities.

**4.1.2.2 Utility Provider – Analysis and Presentation of Requirements:** Proposer will evaluate the existing electrical sub-station and provide an analysis of existing equipment and note additional equipment that may be required to provide interconnection. Proposer shall also provide an overview of all interconnection requirements, including a general overview of required tasks to achieve connection to the grid.

**4.1.2.3 Regulatory Analysis:** The development of a solar farm on the subject property will require extension review and approvals by local, state, and federal agencies. Similar to what is requested in Section 4.1.1.3 above, the proposer shall assemble an overview of regulatory requirements for the development of a PV solar array and battery energy storage system on the site.

**4.1.2.4 Geotechnical Investigation:** Assessment of the structural capabilities of the areas of the site that are best suited to support a PV solar array and battery energy storage system should be evaluated as part of the study. The successful proposer should include a proposal for the conduct of a geotechnical investigation within these areas.

**4.1.2.5 Zoning & Environmental Challenges:** Similar to what is being requested in Section 4.1.1.4 above, the proposer will be required to include an analysis of the zoning and environmental challenges specific to the development of a PV solar array and battery energy storage system on the subject site as part of the Solar Feasibility Study.

**4.1.2.6 Cost-Benefit Analysis:** Conduct a cost-benefit analysis for the development of the PV solar array and battery energy storage system, including a timeline for equipment payback.

**4.1.2.7 Feasibility Study Report Format:** The format of the Feasibility Report will be a collaborative effort between the successful proposer and the County.

## 4.2 Overview of Existing Site Features

The following provides an overview of various site features for consideration in preparing the RFQ/P response. Please note that the County has provided multiple exhibits (Appendix A) that provide additional information for the size and configuration of many of the site features. While the County does not intend to retain the oil and gas infrastructure currently on-site, the expectation is to receive a recommendation for proposed use by the contractor(s) through the evaluation of the final deliverable.

### 4.2.1 Existing Site Infrastructure

Presently, there is a large amount of infrastructure on-site. Below is a limited preliminary list that provides a brief and general description of what can be found on-site. The County is interested in keeping equipment found to be beneficial to the proposed use, which is in good condition and can be repurposed or reused. The County's desire is to demo and remove all equipment and infrastructure that had a specific oil and gas use (piping, flare, storage, cogeneration equipment, oil storage, etc.).

### 4.2.2 Administrative Office (Exhibit B, C)

- At approximately 16,480 SF, this two-story facility has 27 offices with two (2) conference rooms, a kitchen and restrooms on each floor, and a reception area.
- It is accessible from a public road and has 30 parking spaces (1 ADA accessible).
- This facility has a workshop with a large bay door (approximately 2,343 SF) and a warehouse for storage with a large bay door (approximately 1,669 SF)

### 4.2.3 Control Room (Exhibit D)

- At approximately 11,350 SF, this one-story building has nine (9) office spaces and a laboratory that encompasses 1,650 SF.

### 4.2.4 Laboratory Annex

- A 5,400 SF one-story building.

### 4.2.5 Warehouse

- A 5,400 SF one-story metal building used for dry storage.

### 4.2.6 Desalination Plant (Exhibit F)

- Built in the 1980s with design capacity of 400,000 gallons per day, with current configuration capacity at 90,000 gallons per day.
- This plant takes in saltwater (subsea intake with two 250 GPM intake pumps) and processes it for use on-site and supplies potable water to adjacent facilities.
- Discharge piping removes brine and backwash, returning it to the ocean.
- The plant provides two storage tanks with cumulative capacity of 294,000 gallons and a firewater storage tank with capacity of 588,000 gallons.

### 4.2.7 Water Distribution System

- The two storage tanks from the desalination plant provide water for the distribution system.
- The water distribution system is currently permitted as an approved non-transient non-community potable water system under a permit issued by the Santa Barbara County Environmental Health Department.
- Water quality currently meets the safe drinking water standards and is monitored and tested per guidelines provided by the Health Department.

- Water from the system currently serves a County Fire Station (38) located immediately west of the subject site, as well as the on-site facilities.

#### **4.2.8 Wastewater/Sewer Plant (K-19)**

- An existing Red Fox Model RF-7000-C-CBPN-UV wastewater treatment plant is located on-site.
- The unit accepts gray and brown water from the site facilities before discharging effluent.

#### **4.2.9 Stormwater Retention System (Exhibit G)**

- The stormwater system that treats on-site runoff is functioning and intact, but requires further assessment for potential improvements.

#### **4.2.10 Electrical Sub-Station**

- There is electrical service, switch-gear, and transformers on-site that require assessment for integrity and potential use with solar photovoltaics and battery energy storage system.
- The successful proposer will assess electrical equipment that could potentially contain PCBs or other state or federally regulated substances.

#### **4.2.11 Miscellaneous Tanks**

- Various capacity oil storage tanks used to hold “Rejected and Production Oil”.
- Various non-potable water storage tanks of water from oil separation/hydration process.

#### **4.2.12 Pavement and Road Systems**

- Road systems span the perimeter of the site and require assessment for current condition (using the Pavement Condition Index (PCI) system).

#### **4.2.13 Other Considerations**

- Perimeter Fencing.
- Utility Connections and infrastructure.
- Landscape features, plants, and trees.
- Fire Protection Systems.
- Understanding of the local and statewide stakeholder group(s) perspective of the Gaviota Coast, and identifying areas that might create challenges.
- Long-term operation and maintenance costs.
- Existing zoning restrictions per CEQA for county uses.
- Potential re-use of existing buildings (office, laboratory, control room, and warehouse).
- Cost for asbestos survey report(s) for renovation of potential re-use of existing buildings.
- Necessity for agreements (Easement, License, Right of Entry) with neighboring properties.

## 5. TENTATIVE PROJECT SCHEDULE

The following represents the tentative schedule for this RFQ/P. All dates are subject to change.

RFQ/P Issuance and Evaluation	February 3, 2023
Pre-Proposal Conference & Site Walk	February 22, 2023
Questions for the County due by 4pm	February 24, 2023
Answers to questions posted on County Website	March 7, 2023
SOQ and Proposal Submission Deadline by 3pm	March 17, 2023
County reviews SOQs and invites top firms for interviews	March 17-24, 2023
Interview Sessions	March 27, 2023
County selects firms to move forward with	April 28, 2023

## 6. PRE-PROPOSAL CONFERENCE / VENDOR REGISTRATION

An on-site, non-mandatory, pre-proposal conference will be scheduled for February 22, 2023 at 10:00 a.m. at subject site (17100 Calle Mariposa Reina, Goleta, CA 93117).

Interested firms will have opportunity to ask questions regarding the requirements outlined in this RFQ/P. In order to make the meeting more effective for all participants, attendees should read this document thoroughly prior to the meeting. As similar to all written questions from consultants, the County will prepare minutes of the conference and provide answers to all inquiries in writing, which will be distributed via Public Purchase.

All firms providing a response to this RFQ/P are requested to register with the County Procurement Services Division prior to submittal. Proof of Department of Industrial Relations (DIR) registration will be required as part of the response to this RFQ/P.

## 7. PROPOSAL QUESTIONS

This RFQ/P establishes the general specifications for the professional services needed and provides prospective Proposers with sufficient information to enable them to provide an acceptable response to this RFQ/P.

**Any questions shall be submitted in writing** via the Public Purchase website and must be received no later than **3:00 p.m. on February 24<sup>th</sup>, 2023**. For questions and inquiries regarding this RFQ submitted via public purchase please reference “QUESTION – RFQ/P #22036-RFQ/P...” in the subject.

Answers will be provided as an addendum to this RFQ/P, posted on Public Purchase. It is the responsibility of each Proposer to inquire as to the existence and content of addenda and to acknowledge each as part of their RFQ/P submission.

Do not contact County departments or other County staff directly. Information provided by other than via Public Purchase may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFQ/P, written addenda will be issued. Any amendment to this RFQ/P is valid only if in writing and issued by the County's

Procurement & Contracts Division. Verbal conversations or agreements with any officer, agent, or employee of County that modify any terms or obligations of this RFQ are invalid.

All addenda for this RFQ/P will be distributed via Public Purchase.

It is the Proposer's sole responsibility to monitor Public Purchase for possible addenda to this RFQ/P. Failure of Proposer to retrieve addenda shall not relieve him/her of the requirements contained therein. Additionally, failure of Proposer to return a signed addendum, when required, may be cause for rejection of his/her proposal.

## 8. INSTRUCTIONS FOR PROPOSERS

Each response to this RFQ/P shall include the information described in this section. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFQ/P. Excessive information will not be considered favorably.

**General:** The instructions below provide guidance for the preparation and submission of proposals. Their purpose is to establish the requirements, format, and content of proposals so, that proposals are complete, contain all essential information, and can be evaluated fairly.

**Submission and Content of Proposals:** All proposals must be received by the proposal submission deadline as identified in Section 5.0 and submitted via Public Purchase.

Proposals shall be formatted so they can be printed in 8 ½" x 11" format, drawings may be formatted for 11" x 17" sizing. All documentation shall be in eleven (11)- or twelve (12)-point font.

All proposals shall be submitted via Public Purchase. All proposals will be valid for one hundred eighty (180) days.

All proposals shall contain the following elements, **in the order presented below**. Proposals shall be divided into tabbed sections and should not exceed (30) twenty pages (each side of the page, if utilized is considered 2 pages – front and back).

1. Transmittal/Cover Letter (two pages, if necessary) with the following information:
  - Title of this RFQ/P.
  - Name and Mailing Address of Firm (include physical location if mailing address is a P.O. Box).
  - Year the firm was established.
  - Type of organization of firm (partnership, corporation, etc.).
  - Firm's organizational structure, its constituent parts and size variation of staff in the past five (5) years.
  - Name of contact person including title, address, email and telephone. This individual should be available by telephone or email to provide the location of the firm office that will be responsible for this project.
  - A statement by submitting firm requesting protection of proprietary information if necessary. All proposals may be considered public information. Subsequent to award of this RFQ/P, all or part of any proposal may be released to any person or firm who may

request it. Therefore, Proposers may request in their Cover Letter if any portion of their submittal should be treated as proprietary and not released as public information.

- Addenda Acknowledgement.
2. Signatory Requirements (one page): In order to receive consideration, the Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFQ/P response. **Further, the signing and submission of a response shall indicate the intention of the Consultant to adhere to the provisions described in this RFQ/P and a commitment to enter into a binding contract.** Submittals shall be signed by one of the following representatives:
    - If the respondent is a **partnership**, submittal shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Authority evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
    - If the respondent is a corporation, the submittal shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
    - If the respondent is an individual doing business under a firm name, the submittal shall be signed in the name of the individual doing business under the proper firm name and style.
  3. Qualifications (six pages): A synopsis of each proposed team member's qualifications and experience with public or government projects of similar type and size as described in this RFQ/P, including length of service with the firm and resume. Include an organization chart of the proposed staff to be assigned to this project. For all sub-consultants to be used provide firm name, area of expertise, the names of individual staff assigned to this project and their role on the team.
  4. Experience of Firm (six pages): A narrative of the firm's qualifying background and experience with public or government projects of similar type and size as described in this RFQ/P. Individual project descriptions, including scope, project budget and schedule are encouraged.
  5. Proposed Work Plan, Time Schedule and Workload (three pages): Provide a work plan description addressing all scope of work tasks along with a proposed timeline schedule reflecting each task and its deliverables and identifying appropriate progress checkpoints along with draft or interim deliverables. Also provide a narrative of firm staffing size, current firm workload, and with consideration of the firm's current projects, confirm the firm's ability to perform the scope of work as described herein.
  6. References for Past Performance (three pages): Provide a list of past performance and service. Include three (3) references for whom the proposer has developed a comparable project. Include project name, contact person, title, address, telephone number, email address as well as the contact person's role in the project and which of the firm's staff participated and their roles. For each reference listed, submit a brief summary of the scope of the services provided.
  7. Deliverables (one page): Describe your firm's ability to provide deliverables in the required formats:

- a. CADD drawings in AutoCAD (version).
  - b. Word documents in Microsoft Word.
  - c. Spreadsheets in Microsoft Excel.
  - d. Schedules in Microsoft Project.
  - e. Databases as necessary for compiling, storing and accessing the Project records in a commonly available format.
8. **Cost Proposal (cost proposal not counted to page count limit):** Provide a total cost proposal (not to exceed) for all services to be delivered, including a breakdown of costs itemized for each Task as defined in the Scope of Work. This cost proposal shall encompass the complete proposed project costs for meetings and project expenses for reproduction, postage, mileage, travel time and all related miscellaneous expenses. Also provide an hourly rate schedule for all assigned team members, including hourly rates for participation in public meetings. Cost proposal shall be utilized for unit price information at this stage, and thereafter to negotiate a contract for those services at a fair and reasonable fee with the best qualified firm.

**The Cost Proposal shall be submitted in a separate file on Public Purchase. It shall be identified with the name of your firm, the name of this project, and "Sealed Cost Proposal".**

9. **Required Statements (one page per statement):** Include statements of assurance regarding the following requirements:
- Non-substitution for the designated members of the proposed staff members and Sub-consultants without prior approval by County.
  - Non-conflict of interest.
  - Non-collusion affidavit.
  - Statement listing of litigation and/or claims related to past projects for the past ten (10) years.
  - Ability to fulfill the indemnification and insurance requirements contained in the Sample Agreement for Services. Please note that actual certificates of insurance are not required as part of your submittal.
  - Insurance certificates (as required in the attached County PSA).
  - Proof of DIR Registration and County Vendor Registration.
  - Retention of Proposal. All proposals will become the property of the County. Proposals shall not be returned to the proposer.



## 9. EVALUATION PROCESS

Proposals will be evaluated by a selection committee and the firms submitting the most highly rated proposals will be invited for interviews. The following evaluation criteria and rating schedule will be used to determine the firms that provides the best value. The County may consider other criteria it deems relevant.

	<b>Evaluation Criteria</b>	<b>Maximum Possible Points</b>
A.	Completeness of Summary of Qualifications (SOQs) Submission- SOQ's should describe comprehensive services and should respond to each of the items set forth in this RFQ/P.	20
B.	Personnel Experience and Qualification- Evaluation of the list of personnel specifically assigned to the proposed project, including their qualifications, overall experience, and recent experience on projects of similar nature and complexity to the proposed project.	20
C.	Depth and Quality of Respondent's Performance - Qualifying background and relevant experience of firm and sub-consultants on projects of similar nature and complexity as the proposed solar and battery projects; evaluation of client references (whether included in the proposal or not); overall responsiveness to County's solicitation.	25
D.	Technical/Management Approach- Evaluation of Respondent's typical strategy towards completion of potential solar and battery projects and site assessments.	20
E.	Availability- Evaluation of the workload of Respondent and the staffing to be assigned to the proposed project; time scheduled of the Respondent in relation to that of the proposed project location of the offices or facilities from which the services are to be provided to County.	15
	<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

## 10. SELECTION PROCEDURE

The standard county Professional Services Agreement (PSA) is attached (refer to Attachment A). Proposers should familiarize themselves with the PSA and expect to execute the contract as presented herein without modifications or changes.

County staff will open Proposals following the submittal deadline. The only information that will be made available to the public at that time will be the names of the Proposers submitting Proposals. The contents of all Proposals, or any other medium which discloses any aspect of the Proposal, shall be held in strictest confidence until the County releases a Notice of Intent to Award. Proposals will be reviewed for responsiveness. A selection committee will then evaluate proposals in accordance with the above criteria.

The firm(s) submitting the highest rated proposals may be invited for an interview. Interviews will be conducted solely at County's option. County reserves the right to select the most qualified firm solely on the content of the proposal. If County chooses to conduct interviews, the firm's proposed Project Manager shall represent the firm at the interview. After evaluation of the interviews, the Committee will recommend the firm with the highest overall value, based on evaluation score and interview, for approval by the Board of Supervisors.

The County expects to enter into contract negotiations with the top ranked proposer during which time the County and proposer will resolve any necessary issues that need to be addressed prior to entering into the PSA. Upon successful completion of such negotiations and discussions, the County and the selected Proposer shall enter into a PSA. If, in the sole judgment of the County, these negotiations are not successful, the County reserves the right to enter into negotiations with other proposers, proceeding in the order of their initial ranking.

County reserves the right to make an award without further discussion of the submittal with the proposer. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual may propose.

County reserves the right to award a contract to the firm or individual who, in the sole judgment of County, presents the most favorable response to this RFQ/P pursuant to the evaluation criteria indicated above.

County reserves the right to reject any or all proposals, to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm.

In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern. County reserves the right to reject any and all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm. County shall be the sole judge of the materiality of any such defect or irregularity.

**Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of all Proposers to read ALL sections of this RFQ/P prior to submitting a response.**

## **11. ASSURANCE OF DESIGNATED PROJECT TEAM**

The Proposer shall assure that the designated staff, including sub-consultants, are used for the work described in this RFQ/P. Departure or reassignment of, or substitution for, any member of the proposed project team or sub-consultant(s) shall not be made without the prior written approval of County.

## **12. GENERAL TERMS AND CONDITIONS**

**Protests and Appeals:** The protest shall be submitted in writing to the Chief Procurement Officer within seven (7) calendar days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.

**Standard Contract:** Upon completion of the evaluation and recommendation for award, the selected Proposer will be required to execute a consultant services agreement, a sample of which is included (County Standard PSA for AE Services). Proposers are advised to carefully review the attached contract. Any proposed exceptions, alterations, or amendments shall be specified in your submittal, the nature of which may affect the evaluation of your submittal and the perceived ability to successfully award a contract to your firm/individual.

**Independent Contractor:** At all times the Consultant shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of County. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold County its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.

**Non-Appropriation:** County may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.

**Non-Collusion:** Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary Consultant and the associated sub-consultant.

**Indemnification and Insurance Requirements:** County's standard indemnification and insurance requirements are provided in the County's Standard PSA for AE Services, see Attachment A.

### **13. REJECTION OF PROPOSALS**

Prospective Proposers interested in being considered must submit a Proposal in compliance with this notice. **Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of all Proposers to read ALL sections of this RFQ/P prior to submitting a response.** The County reserves the right to reject any or all Proposals, to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm.

The County may reject a Proposal if it is conditional, incomplete, contains irregularities, or reflects inordinately high cost rates. County may waive immaterial and/or minor deviation and/or irregularities in a Proposal. County shall be the sole judge of the materiality of any such defect, deviation, and/or irregularity. Waiver of an immaterial/minor deviation shall in no way modify the RFQ/P documents or excuse the proposing firm/team from full compliance with the contract requirements if the prospective Proposer is awarded the contract.

### **14. VALID OFFER**

Proposals shall remain valid for one hundred eighty (180) days from the due date. The County reserves the right to negotiate with the successful Proposer any additional terms or conditions not

contained in their proposal which are in the best interest of the County or to otherwise revise the scope of this RFQ/P.

This RFQ/P does not constitute a contract or an offer of employment. The cost of preparation of proposals shall be the obligation of the Proposer. All proposals, whether accepted or rejected, shall become the property of the County and will not be returned. Unnecessarily elaborate responses, enclosures and specialized binding are not desired.

## **15. COUNTY'S RIGHTS**

The County reserves the right to:

1. Request clarification of any submitted information.
2. Waive any irregularity or immaterial deviation in any proposal.
3. Not enter into any agreement.
4. Not select any Proposer.
5. Cancel this process at any time.
6. Amend this process at any time.
7. To award more than one contract if it is in the best interest of the County.
8. Interview Proposers prior to award.
9. To request additional information during an interview.

Waiver of an immaterial deviation shall in no way modify the RFQ documents or excuse the proposing firm/team from full compliance with the contract requirements if the prospective Proposer is awarded the contract.

## **16. CONTRACT AWARD**

Award shall be recommended to the Proposer whose proposal best meets the needs of the County. The County reserves the right to reject any or all proposals, and to solicit additional proposals if deemed in the best interest of the County to do so. The decision of the County Board of Supervisors shall be final in making such determination.

The successful Proposer will receive written notification of the award, along with instructions for finalizing the agreement documents.

Response and selection of a Proposal will not necessarily result in a contract with the County of Santa Barbara. Proposal opening does not constitute awarding of a contract. Contract award is by action of the Santa Barbara County Board of Supervisors and is not in force until fully executed by that Board.

The standard county PSA is attached (refer to Attachment A). Proposers should familiarize themselves with the PSA and expect to execute the contract as presented herein without modifications or changes.

## **17. CONFLICT OF INTEREST**

Prospective Proposers warrant and covenant that no official or employee of the County, or any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting agreement, nor that any such person will be employed

in the performance of such agreement without immediate divulgence of such fact to the County. Prospective Proposer's Proposal shall contain a statement to the effect that the Proposer is not currently committed to another project that would constitute a conflicting interest with the Project defined in this RFQ/P.

## **18. PUBLIC RECORDS REQUEST**

All proposals and materials submitted shall become property of the County and will not be returned. All responses, including the accepted proposal and any subsequent contract, become public records per the requirements of the California Government Code, Sections 6250 - 6270, "California Public Records Act". Proprietary material must be clearly marked as such. Pricing and service elements of the successful proposal are not considered proprietary information. Proposers which indiscriminately identify all or most of their proposal as confidential or proprietary without justification may be deemed unresponsive.

The County will treat all information submitted in a proposal as available for public inspection once the County has selected a Consultant. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal, and present such information separately as part of your response package.

The final determination as to whether the County will assert your claim of confidentiality on your behalf shall be at the sole discretion of the County. If the County makes a determination that your information does not meet the criteria for confidentiality, you will be notified as such. Any information deemed to be non-confidential shall be considered public record.

Upon receipt of a request for disclosure pursuant to the California Public Records Act for information that is set apart and marked as proprietary, County will notify you of the request for disclosure. You shall have sole responsibility for the defense of the proprietary designation of such information. Failure to respond to the notice and enter into an agreement with County providing for the defense of and complete indemnification and reimbursement for all costs incurred by the County in any legal action to compel the disclosure of such information, shall constitute a complete waiver of any rights regarding the information designated proprietary and such information will be disclosed by County pursuant to applicable procedures under the California Public Records Act.

## **19. BUSINESS LICENSE REQUIREMENT**

It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of Santa Barbara County without possessing a County business license unless exempt under County Code Sec. 22-73. Contact the Tax Collector's Office at 105 East Anapamu St, Santa Barbara, 93101, or phone (805) 568-2920, for further information.

It is not a requirement to possess a County business license at the time of proposal submittal. Successful Proposers shall be required to possess a County business license to award contract

### **Disadvantaged Business Enterprise (DBE) Policy**

It is the policy of Federally Funded Projects that minority and women-owned business enterprises (hereby referred to as DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

**DBE Obligation**

The recipient or its subcontractor agrees to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, all recipients or subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of federally assisted contracts.

**Title VI of the Civil Rights Act of 1964**

The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000(d)) and the regulations of the U.S. Department of Transportation issued there under in 49 CFR Part 21.

**Equal Employment Opportunity**

In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex or national original. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

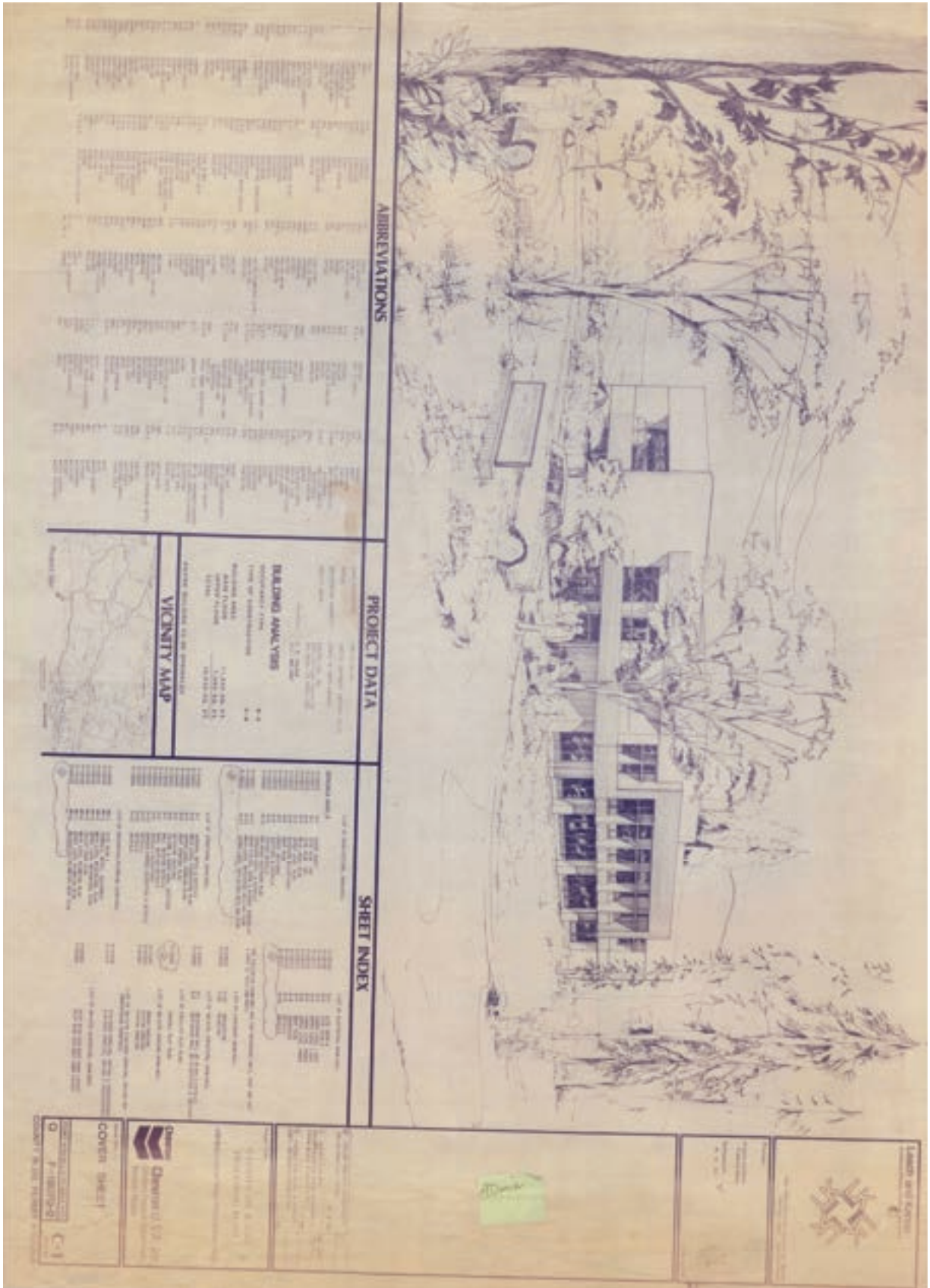
**Americans with Disabilities Act (ADA) Provisions**

To comply with the nondiscrimination requirements of the Americans with Disabilities Act (ADA), it is the policy of the County to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. For persons with a disability needing a reasonable modification to participate in the procurement process, or for persons having questions regarding reasonable modifications of the procurement process, you may contact the County representative listed in this RFQ. In order to ensure the proposal is in compliance with federal ADA guidelines, Proposers should review the federal ADA guidelines.

Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of all Proposers to read ALL sections of this RFQ prior to submitting a response.



**Exhibit B – Administration Building Cover Sheet**





**Exhibit C – Administration Building Main Level Plan**

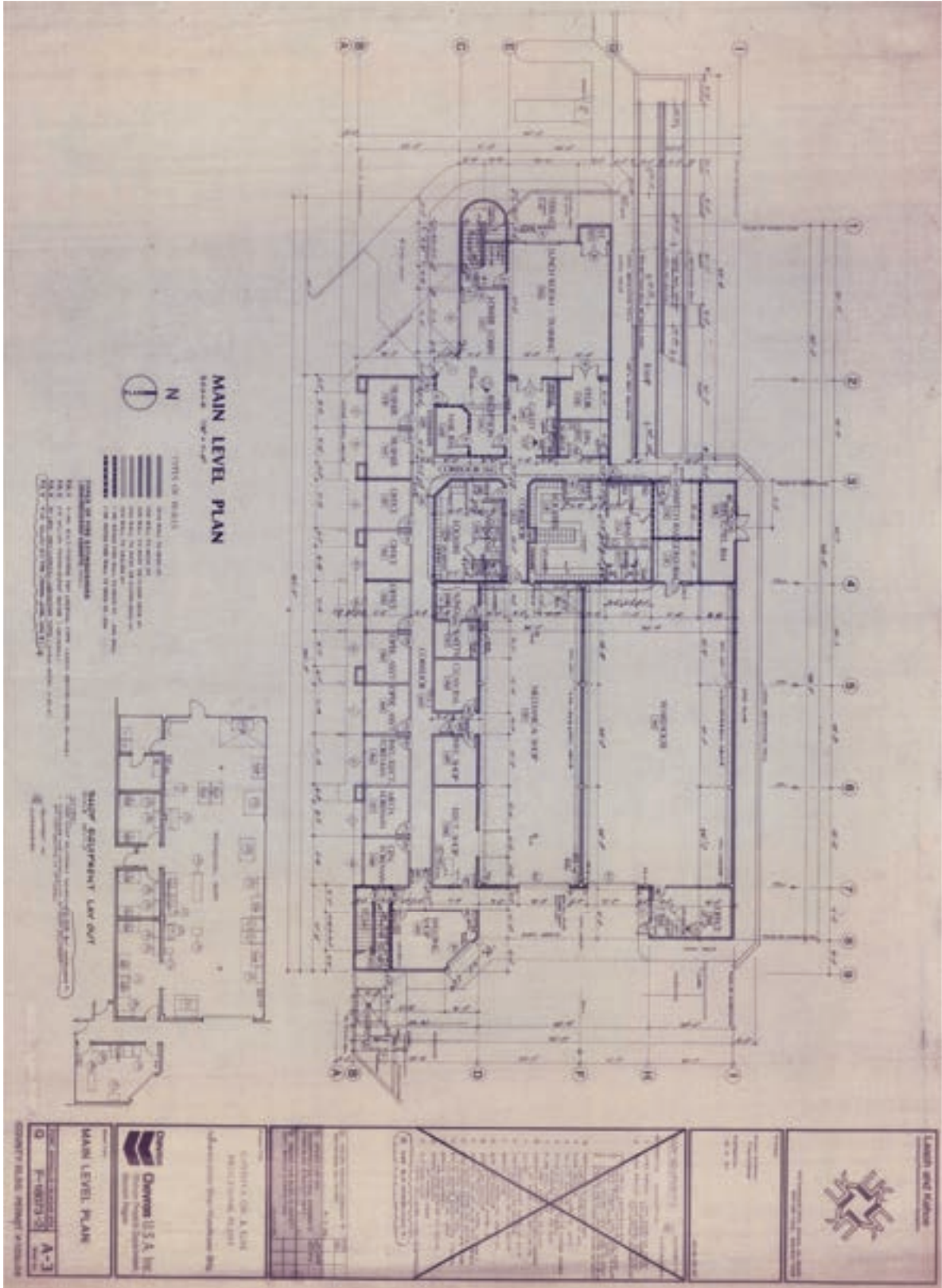
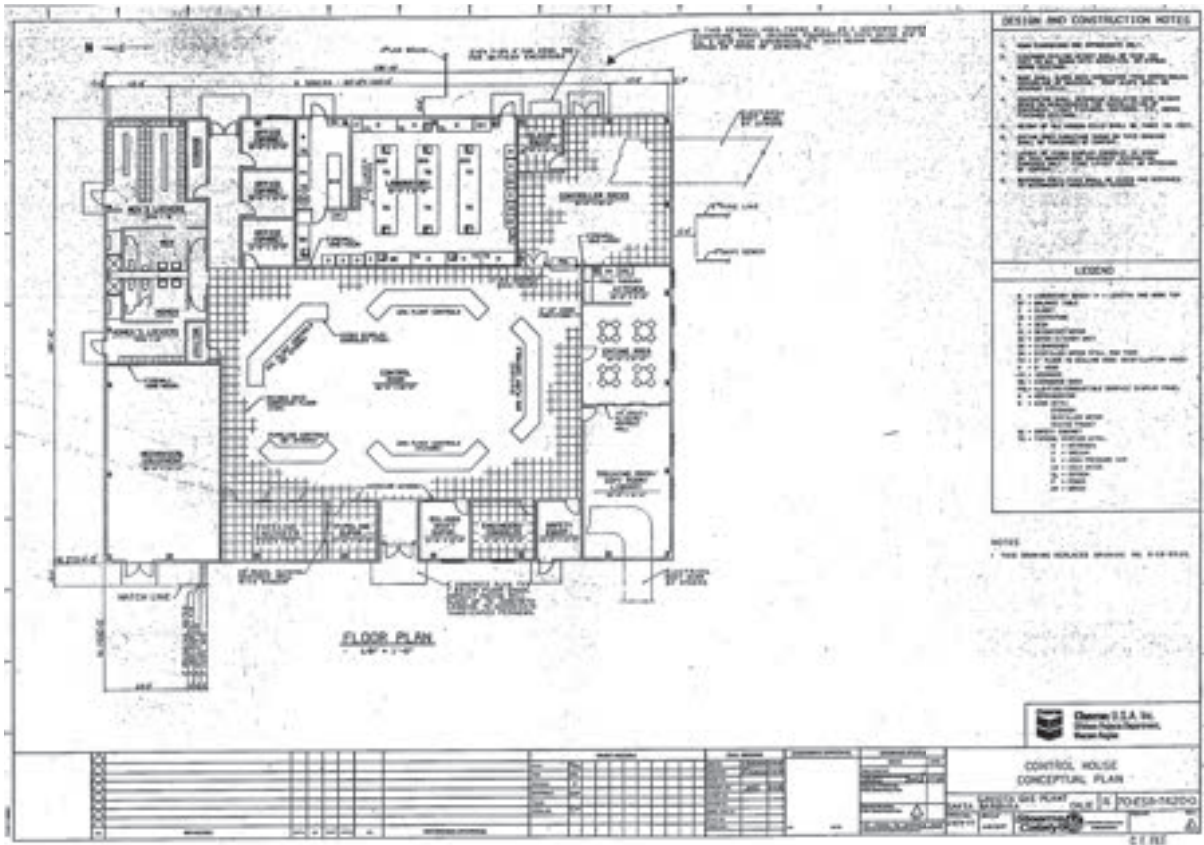
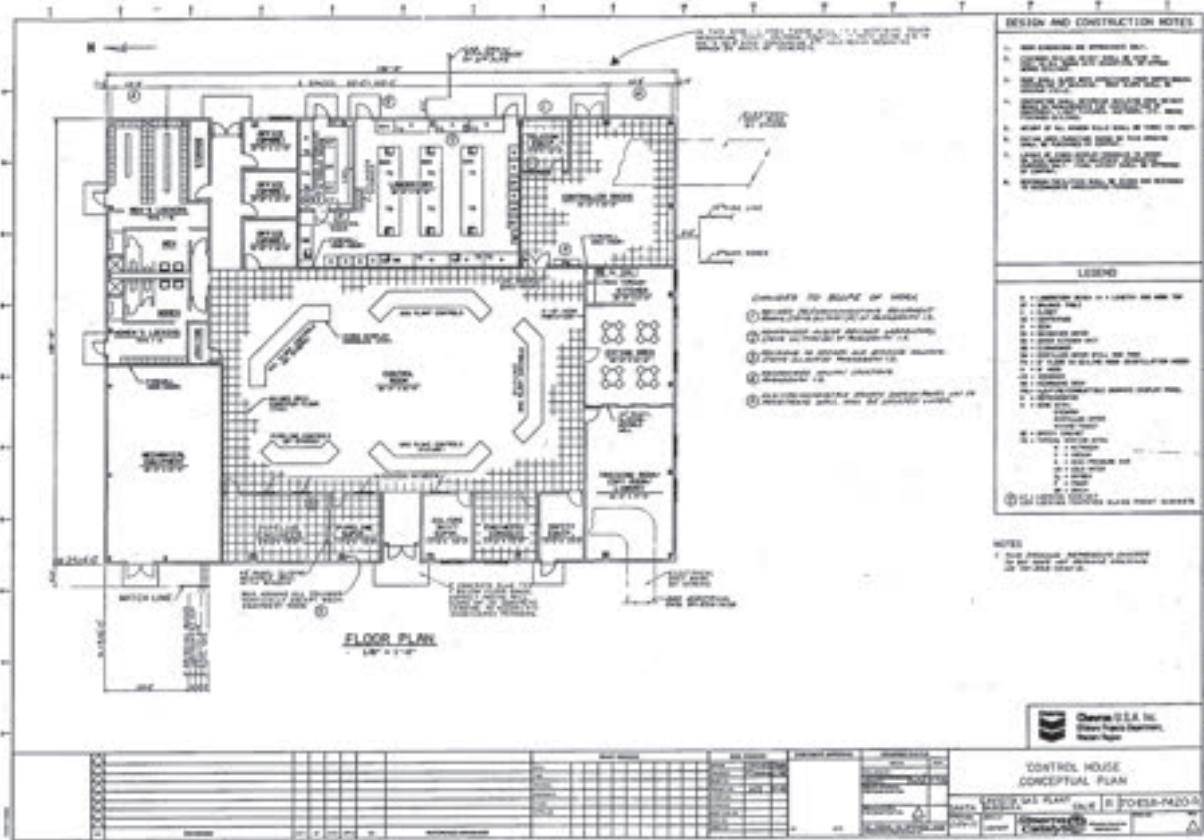
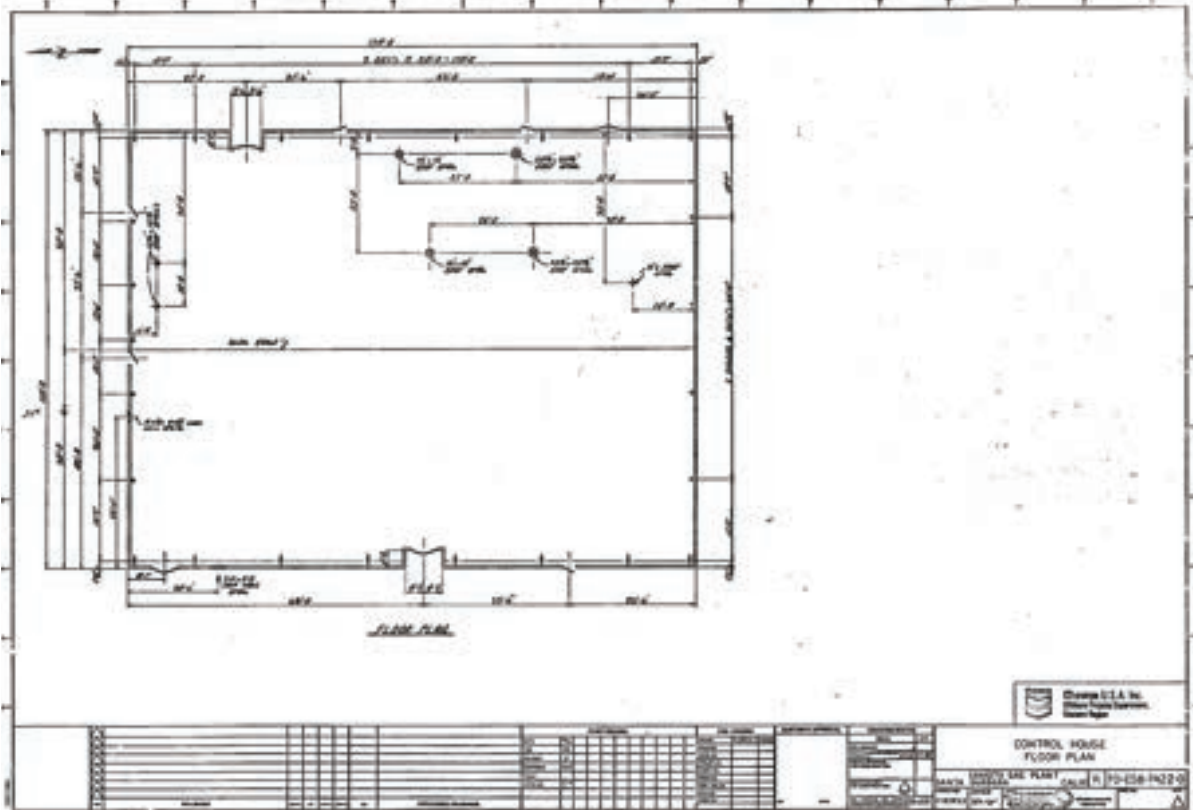
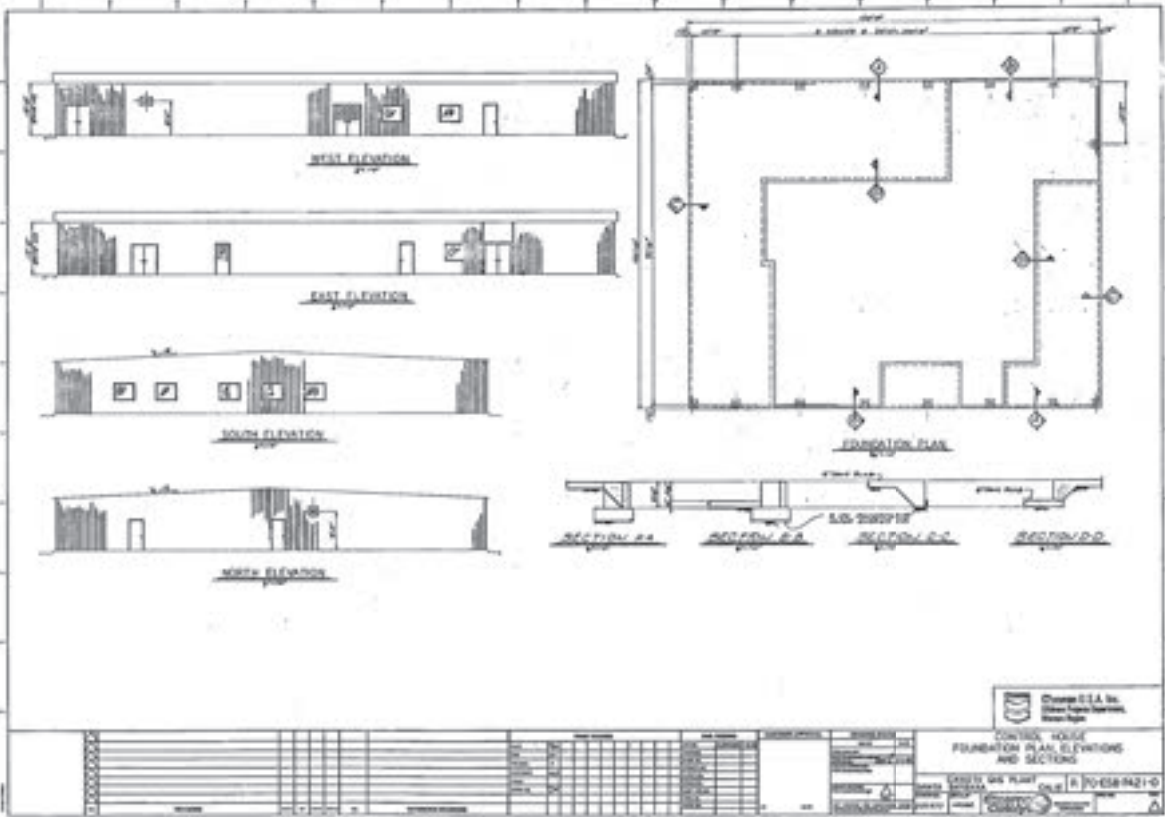


Exhibit D - Control Room Floor Plans



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### Exhibit E - Mariposa Facility Equipment Inventory



### Central rack



© 2021 Chevron



12

## Desal plant



## Plant 16 & 17 - Foundation removal, keep MCC/transformer If not reused for solar then does the transformer need removal



© 2021 Clever

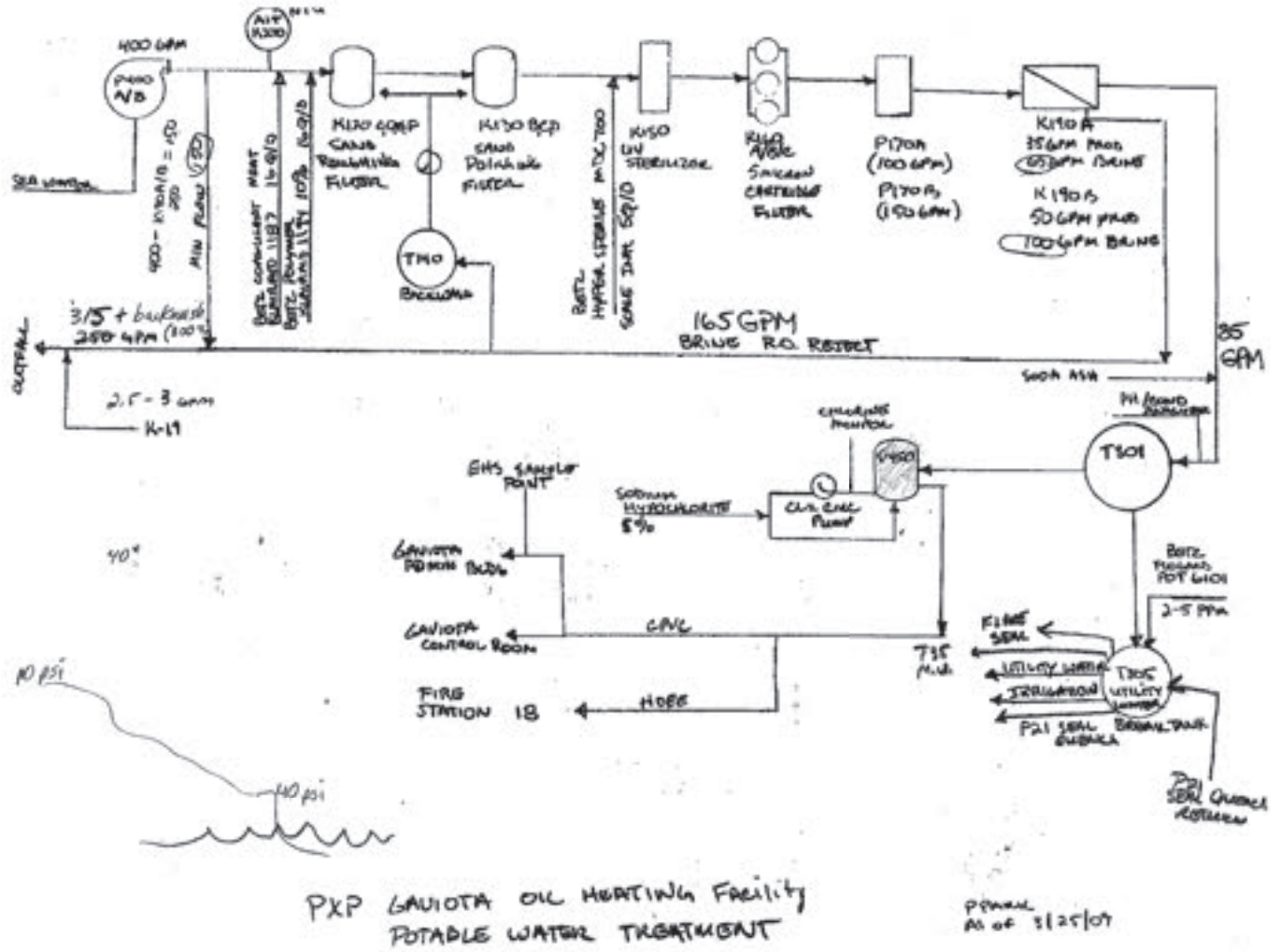
## Cogen on right, Desal Plant on left



## Gas plant foundations – Need decision on level of surface restoration



Exhibit F - Desalination Plan Sketch



**Exhibit G - SWPPP Drainage**



**Plant 8 & 9 Drainage Map**



**Sampling Points**





S1, S2 and S8 Impoundment Locations & their Tributary Areas

**END APPENDIX A**

# Appendix B

## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and \_\_\_\_\_, with an address \_\_\_\_\_ (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE**

Patrick Zuroske, Assistant Director, General Services Department at phone number 805-569-3096 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. \_\_\_\_\_ at phone number \_\_\_\_\_ is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES**

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:

Patrick Zuroske, Assistant Director, [pzuroske@countyofsb.org](mailto:pzuroske@countyofsb.org)  
County of Santa Barbara, General Services Support Services  
1105 Santa Barbara Street, 2<sup>nd</sup> Floor  
Santa Barbara, CA 93101

To CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. **SCOPE OF SERVICES**

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

## County of Santa Barbara RFQ/P – Facilities and Infrastructure Asset Assessment and Solar Feasibility Study

**4. TERM**

CONTRACTOR shall commence performance on \_\_\_\_\_, 2023 and end performance upon completion, but no later than \_\_\_\_\_, 2023 unless otherwise directed by COUNTY or unless earlier terminated.

**5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

**6. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venture, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

**7. STANDARD OF PERFORMANCE**

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

**8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

**9. TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

**10. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

**11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as “Copyrightable Works and Inventions”). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys’ fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

**12. NO PUBLICITY OR ENDORSEMENT**

CONTRACTOR shall not use COUNTY’s name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY’s name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

**13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY’s property, documents, and information provided for CONTRACTOR’s use in connection with the services shall remain COUNTY’s property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY’s prior written consent.

**14. RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

**15. INDEMNIFICATION AND INSURANCE**

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

**16. NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

**17. NONEXCLUSIVE AGREEMENT**

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

**18. NON-ASSIGNMENT**

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

**19. TERMINATION**

A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

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County of Santa Barbara RFQ/P – Facilities and Infrastructure Asset Assessment and Solar Feasibility Study

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2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
  3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

## 20. **SECTION HEADINGS**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

## 21. **SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

## 22. **REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**23. TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

**24. NO WAIVER OF DEFAULT**

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

**25. ENTIRE AGREEMENT AND AMENDMENT**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

**26. SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**27. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

**28. CALIFORNIA LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

**29. EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**30. AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. **SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. **PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.



County of Santa Barbara RFQ/P – Facilities and Infrastructure Asset Assessment and Solar Feasibility Study

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY

**COUNTY**

By: \_\_\_\_\_  
Das Williams, CHAIR  
BOARD OF SUPERVISORS

Dated: \_\_\_\_\_

**ATTEST:**  
MONA MIYASATO,  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy

**CONTRACTOR:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Authorized Representative  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_

**APPROVED AS TO FORM:**  
RACHEL VAN MULLEM  
COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**  
BETSY SCHAFFER, CPA, CPFO  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**  
GREG MILLIGAN  
RISK MANAGER

By: \_\_\_\_\_  
Risk Manager

**RECOMMENDED FOR APPROVAL:**  
JANETTE D. PELL, DIRECTOR  
GENERAL SERVICES DEPARTMENT

By: \_\_\_\_\_  
Department Head

**END OF AGREEMENT**

# ATTACHMENT A

## STATEMENT OF WORK

The following documents are incorporated by reference and shall constitute the Statement of Work for this contract.

Exhibit A-1, CONTRACTOR'S Proposal

Exhibit A-2, COUNTY'S Request for Proposal

**Suspension for Convenience.** COUNTY may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 365 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

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END ATTACHMENT A

## **ATTACHMENT B**

### **PAYMENT ARRANGEMENTS PERIODIC COMPENSATION HOURLY RATE SCHEDULE**

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **XXXXX.00**, and if authorized by the COUNTY in accordance with section B herein up to an additional **\$XXXX.00** including reimbursements, for a total contract amount up to and not to exceed **\$XXXXX.00**. See **EXHIBIT A-1** for a complete breakdown of expenses.
  
- B. Extra Work required to complete the project may be authorized only if CONTRACTOR receives written approval by the COUNTY's designated representative as identified in Paragraph 1 of the Agreement .
  
- C. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A-1** as determined by COUNTY.
  
- D. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice for service performed over the period specified, clearly identifying the tasks performed including the percentage complete of each task correlated to the Scope of Work Matrix. These invoices must reference the assigned Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY's shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
  
- E. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

**END ATTACHMENT B**

# ATTACHMENT C

## Indemnification and Insurance Requirements

### INDEMNIFICATION

#### A. Indemnification pertaining to other than Design Professional Services:

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is caused by the active negligence, sole negligence, or willful misconduct of the COUNTY.

#### B. Indemnification pertaining to Design Professional Services:

CONTRACTOR agrees to fully indemnify and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, suits damages, costs, expenses, judgments and/or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR and its employees, subcontractors, or agents in the performance of services under this Agreement but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the COUNTY. The indemnity includes the cost to defend COUNTY to the extent of the CONTRACTOR's proportionate percentage of fault. Should one (or more) defendants be unable to pay its share of the defense costs due to bankruptcy or dissolution of the business, CONTRACTOR shall meet and confer with other parties regarding unpaid defense costs and CONTRACTOR shall pay County's cost of defense to the fullest extent permitted by law.

### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

### INSURANCE

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

#### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal &

advertising injury, with limits no less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$5,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.  
*(Not required if contractor provides written declaration [on County form] it has no employees)*
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$5,000,000 per occurrence or claim, \$5,000,000 aggregate.

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10. CG 20 26, Cg 20 33 or CG 20 38; and CG 20 37 if a later revisions used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – For each insurance policy required above CBRE shall state that coverage shall not be canceled, except with a 30-day notice of cancellation to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or COUNTY.

6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. Certificate of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to review complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time, to be made available for review at a mutually acceptable location or the COUNTY's office with the CONTRACTOR's insurance broker.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

**END ATTACHMENT C**

REQUEST FOR QUALIFICATIONS

# FACILITIES AND INFRASTRUCTURE ASSET ASSESSMENT AND SOLAR FEASIBILITY STUDY

RFQ NO. 20036 - RFQ/P | MARCH 17, 2023

GAVIOTA, MARIPOSA REINA SITE



**Michael Baker**  
INTERNATIONAL

**MICHAEL BAKER INTERNATIONAL**  
5 Hutton Centre Drive, Suite 500  
Santa Ana, CA

SUBMITTED TO  
**SANTA BARBARA COUNTY -  
GENERAL SERVICES DEPARTMENT**





GAVIOTA, MARIPOSA REINA SITE-Facilities and Infrastructure Asset Assessment

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March 17, 2023

Brandon Kaysen  
Bid Contact  
**Santa Barbara County – General Services Department**  
1105 Santa Barbara Street, Second Floor  
Santa Barbara, CA 93101

**Subject:** Gaviota, Mariposa Reina Site- Proposal for Successful Facilities and Infrastructure Asset Assessment and Solar Feasibility Study

Dear Mr. Kaysen:

**Michael Baker International, Inc.** (Michael Baker) is excited to review the existing infrastructure and discuss the potential for reuse opportunities for the Gavitoa, Mariposa Reina Site! We have prepared a complete proposal and work program based on our proven success with similar projects- this is our kind of project! Our Team understands that this is a unique project for the County of Santa Barbara General Services Department (County) and will require a partnership between the County, Freeport McMoran Oil & Gas (Freeport), and a specialized, multi-disciplinary Team.

The property/project site to be assessed contains a variety of infrastructure and is extensively developed. While we can imagine and appreciate the opportunities for reuse, analyses must be completed early to define constraints and opportunities as well as the highest and best use of the existing and future infrastructure. Our Team has the required experience, expertise, and deep bench of experts required for the County to increase resiliency and to meet their goal to evaluate the site and create a vision to support the County’s pursuit of Zero Net Energy Goals. Our Team can leverage our statewide coastal resiliency experience as well as our value-added planning and engineering so that the best opportunities are identified- while reducing risk and cost. We want this to be a legacy and marquee project for the County!

Michael Baker is a leader in environmental, planning, engineering, architecture, consulting, and technical/professional services with a local focus and global expertise. Michael Baker has a staff of more than 3,450 professionals with in-house services/expertise in disciplines that include Environmental Analysis, Planning, Geographic Information Systems (GIS) Services, Surveying, Aerial Photogrammetry, Mapping, Real Estate Assessments, Transportation/Traffic Engineering, Civil Engineering (including Grading, Public Works, Water/Wastewater, Hydrology), Mechanical/Electrical/Energy Services, CADD, and Media Services.

## Required Information

**RFQ#: 20036-RFQ/P**

**Request for Qualifications/Proposals for Facilities and Infrastructure Asset and Solar Feasibility**

Michael Baker International, Inc. (PRIME)

Firm Address: 5 Hutton Center Drive, Suite 500, Santa Ana, CA 92707

Year Established: 1940

A Pennsylvania Corporation

3,450 Team Members

Contact: Richard Beck (Program Manager, Vice President). 5 Hutton Center Drive, Suite 500, Santa Ana, CA 92707. (949) 855-3687. [rbeck@mbakerintl.com](mailto:rbeck@mbakerintl.com)

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**GAVIOTA, MARIPOSA REINA SITE-Facilities and Infrastructure Asset Assessment**

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Michael Baker's land use planning, zoning, and civil engineering skills will be augmented by our hand-picked subconsultants, which include **Optony, Inc., Ninyo & Moore, and RNT**. These firms are recognized experts in their fields of energy, geotechnical investigation, and local architecture.

Optony's key support will be with Phase II, Solar Feasibility. Optony senior staff live and work in Goleta, and the company has supported clean energy in the Santa Barbara region over a past decade. Optony currently provides solar siting and development consulting to the cities of Goleta and Carpinteria, the Carpinteria Valley Water District, and the Carpinteria Sanitary District. Their expertise in Santa Barbara County is outstanding in the overlapping skills of evaluation of transmission-distribution grid constraints, and identification of obstacles and opportunities for utility scale energy resources. In 2019 Optony completed the County's multi-year efforts to develop a Strategic Energy Plan (SEP) with the goals of stimulating local renewable energy projects and examining obstacles including County permitting processes and regulations, such as the Coastal Zone Ordinance, and County Land-Use and Development Code. Optony provided extensive mapping, technical analysis, and outreach assistance to the County to calculate viable total renewable energy potential. Optony created conceptual design, and feasibility studies for solar and other renewable energy project siting based on the screening and evaluation of over sixty potential facilities and land parcels.

We also know gas facilities and battery storage. The Optony Chief Executive Officer, Byron Pater, began work in oilfield and gas facilities more than 20 years ago. Using this experience, Optony evaluates the Wilmington Oil Field in Los Angeles (a California Resources Corporation site) as a potential oil-field redevelopment location for energy storage. Optony provided technical and financial feasibility studies for converting wells to an electrical energy storage facility providing services to LADWP, and California's wholesale power market. Optony is also a leader in battery energy storage consulting providing project valuations for Pacific Gas and Electric, California municipal utilities and community choice aggregators, and project modeling in the El Dorado Valley west of Hoover Dam, one of the most complex transmission grids in the West.

Additional specialized subconsultants include RNT Architects and Ninyo & Moore. Both firms have routinely worked within the County and are experts in their fields of architecture and geotechnical investigation, respectively.

We acknowledge Addendums No. 1 and No. 2. We also appreciate this opportunity to again be of service to the County of Santa Barbara. If you would like to discuss our proposal or require any additional information for your review, please do not hesitate to contact me at (949) 680-9355, or [rbeck@mbakerintl.com](mailto:rbeck@mbakerintl.com).

Respectfully submitted,

**Michael Baker International, Inc.**

A handwritten signature in black ink that reads "Richard Beck". The signature is written in a cursive, flowing style.

Richard Beck, CPESC, CERP, PWS  
Program Manager/Vice President

## **2. SIGNATORY REQUIREMENTS**

Our submittal has been signed by an officer (Richard Beck, Vice President) empowered by Michael Baker International, Inc., to sign such material and thereby commit the Consultant to the obligations contained in the RFQ/P response.

### 3. QUALIFICATION OF FIRM

#### 3.1. FIRM PROFILE

Founded in 1940, Michael Baker International (Michael Baker) is a leading engineering firm based in Pittsburgh and with nine offices in Southern California. Michael Baker provides engineering and consulting services including design, planning, architectural, environmental, construction and program management.

As a leader in the environmental/planning consulting field, Michael Baker offers an extensive array of services associated with environmental compliance and documentation. Michael Baker provides evaluation for the full range of environmental effects for all types of projects, including California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation, land use, air quality and health risk assessments, greenhouse gas analyses, noise studies, regulatory agency permitting, biological resources, cultural resources, hazardous materials and waste, visual assessments, shade/shadow studies, photosimulations, photometric analysis, traffic studies, hydrology/water quality assessments, farmlands, community/socioeconomic analyses, biological mitigation/monitoring, and other technical areas.

#### YEAR FOUNDED

1940

#### ENTITY TYPE

C Corporation

#### FORM OF ORGANIZATION

Pennsylvania Corporation

#### NUMBER OF OFFICES

100+

#### SERVICE OFFICE ADDRESS

5 Hutton Centre Drive, Suite 500  
Santa Ana, CA

#### NUMBER OF EMPLOYEES

3,450 Companywide

#### 2022 ENR TOP 500 DESIGN FIRM RANKGS

THE TOP

**500** DESIGN FIRMS

**28** Top 500 Design Firms

**17** Top Pure Designers

**12** Water Supply

As a niche vertical at Michael Baker, we've included **Akela Engineering**, a Michael Baker company. With a specialized MEP focus, our Akela experts provide services for Mechanical Engineering, Electrical Engineering, Commissioning, Sustainable Solutions, Energy Systems Engineering, and Technology solutions.

Michael Baker has placed great importance on the selection of a Project Team to meet the needs of this contract for the County. We are pleased to present team members with unique skill sets, highly-qualified subconsultants to complement Michael Baker's in-house personnel and provide the County with the most qualified team. We have included three highly qualified firms, all with recent experience:



is an award-winning independent energy advisory consulting firm founded in 2007 and in operation now into its 17th year. For over a decade, Optony has assisted hundreds of clients worldwide with clean energy planning and program development and has been instrumental in renewable energy developments totaling nearly 3,000


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**GAVIOTA, MARIPOSA REINA SITE-Facilities and Infrastructure Asset Assessment**

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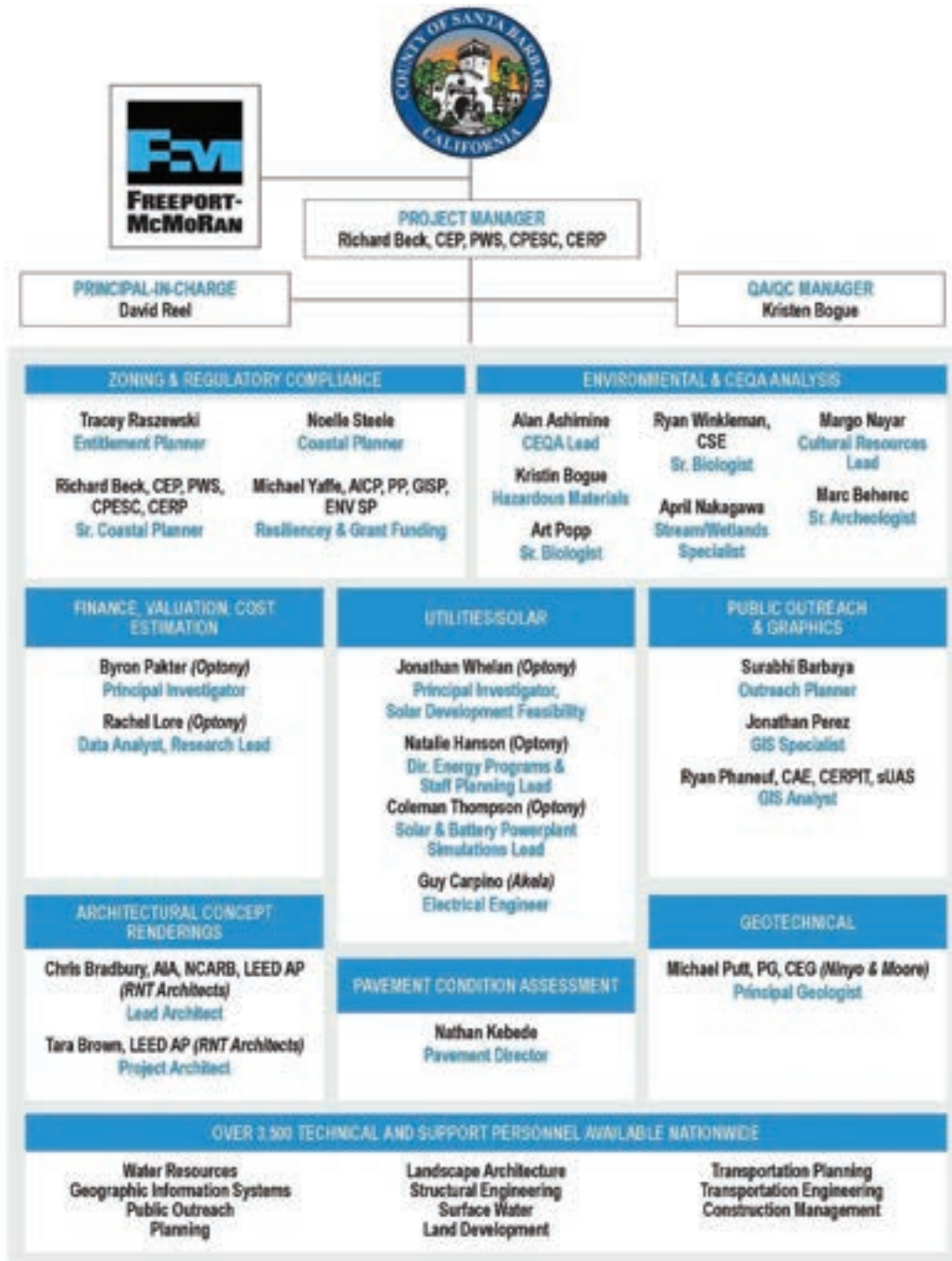
MW, through services in site evaluation, procurement, policy development, or a combination of these tasks. The Company has maintained the highest level of integrity and stability for more than a decade with no terminations for default or non-performance throughout the history of the Company. No litigation has been filed in court against the Company, or judgments entered or pending at any time. Optony is well known for its rigorous project management processes. For instance, in the Gaviota solar project they will produce the conceptual layout of the solar arrays using a multi-stage screening and pre-development processes. For example: Defining the maximum solar buildout of all potential locations for photovoltaic (PV) array, and the battery energy storage system, within the property boundary produced with HelioScope-Aurora software to determine a theoretical limit to power plant size; then liaising with SoCal Edison to study the electrical main feeder circuit capacity; producing a table of results for the theoretical maximum and presentation of a results table will include key data segmented by sub-array locations with a naming designation (data for each sub-array includes power output, energy output, yield, inverter count, inverter power ratings, etc.); followed by, a presentation of the initial findings and theoretical limit systems table internally to the larger consulting team (purpose of this presentation will be to initiate a screening process of the potential maximum solar buildout locations for suitability and hazards using the electrical equipment condition, substation capacity, site survey, and soils stability results produced by Michael Baker, the geotechnical subconsultant, and the architectural condition inventory) etc. **RFQ Information:** Optony Inc. is a California corporation holding Public Work Contractor License Registration number PW-LR-1000881412. With primary business and mailing address at 5201 Great America Pkwy, Suite 320, Santa Clara, CA 95054 and the point of contact is Jonathan Whelan, Director of Operations, Jonathan. [Whelan@OptonyUSA.com](mailto:Whelan@OptonyUSA.com), (415) 450-7032.

**RNT Architects** (Roesling Nakamura Terada Architects) quest is designing meaningful places that support human habitation, culture and a positive quality of life. Their studio culture is about being empathetic and listening to users and clients' needs and desires. Their craft is the creation of architectural language and a honest expression of the dreams of each client. Through this process we engage and study the region, place, local culture and site context exploring design solutions that are programmatically functional, socially supportive, and responsive to place. **RFQ Information:** RNT is a California corporation holding a DIR # of 1000023771. With primary business and mailing address at 363 5<sup>th</sup> Avenue, Suite 202, San Diego, CA 92101. The point of contact is Chris Bradbury, AIA, Principal, [bradbury@rntarchitects.com](mailto:bradbury@rntarchitects.com) (805) 626-5333.

 **Ninyo & Moore** will provide geotechnical review in support of the first phase of this scope of work. Ninyo & Moore is a Los Angeles County certified CBE, (a California Corporation), multi-disciplinary consulting firm incorporated in 1986. Consulting services include geotechnical engineering, construction inspection and testing, engineering geology, hydrogeology, hazardous waste remediation and environmental assessment. **RFQ Information:** Ninyo & Moore is a California corporation holding Public Work Contractor License Registration number PW-LR-1000004481. With primary business and mailing address at 475 Goddard, Ste. 200, Irvine, CA 92618 and the point of contact is Mr. Michael Putt, Principal Geologist. [mputt@ninyoandmoore.com](mailto:mputt@ninyoandmoore.com), (949) 753-7070 ext. 12321.

### 3.2. TEAM ORGANIZATION

Michael Baker has organized our multi-disciplinary team of highly qualified professionals for the Project, which is focused on assignment of specialized personnel that are experienced with site due-diligence, master planning, energy, and highest/best use of developed lands. We have the resources of the entire team to provide seamless, concurrent analyses required for facilities and infrastructure assessment.



## GAVIOTA, MARIPOSA REINA SITE-Facilities and Infrastructure Asset Assessment

Selection of qualified team members to work with the Project Manager is a necessity in implementing and sustaining a proven project approach. Michael Baker's proposed key personnel and support staff as shown in our Organization Chart have the technical and leadership experience, combined with long-term working relationships, resulting in an ability to deliver high quality products to the County without costly surprises or project misdirection. Our objective in assembling this team was to provide the County with an exceptional 'bench' of skilled resources to draw upon. Michael Baker Team key staff are highlighted in the table below, with resumes for key team members located at the end of this proposal.

Name Firm   Years' Exp.   Role	Education	Project Experience
<b>Richard Beck, CEP, PWS, CPESC, CERP</b> <b>Michael Baker   23</b> Program Manager / Sr. Coastal Planner	Bachelor of Arts, Environmental Studies, University of California, Santa Cruz	<ul style="list-style-type: none"> <li>• S.R. 154 Operational and Safety Improvements, Santa Barbara County Association of Governments</li> <li>• Pistachio Solar Power Generation Station, San Bernardino County</li> </ul>
<b>David Reel</b> <b>Michael Baker   36</b> Principal-in-Charge	Master of Science, Urban Planning, University of Wisconsin, Milwaukee Master of Science, Architecture, University of Wisconsin, Milwaukee Bachelor of Science, Architecture, University of Wisconsin, Milwaukee	<ul style="list-style-type: none"> <li>• Sacramento Commons Mixed Use Development EIR, Kennedy Wilson</li> <li>• Solar Panel Project EA, Sacramento International Airport</li> <li>• Consolidated Rental Car Facility IS/MND, Fresno-Yosemite International Airport</li> </ul>
<b>Kristen Bogue</b> <b>Michael Baker   18</b> QAQC / Hazardous Materials	Bachelor of Arts, Environmental Analysis and Design, University of California, Irvine	<ul style="list-style-type: none"> <li>• Cuyama Solar Array</li> <li>• Solar Highways Pilot Program, Caltrans</li> <li>• Rabbit Springs Solar Array, First Solar Electric</li> </ul>
<b>Tracey Raszewski</b> <b>Michael Baker   9</b> Coastal Planner	M.U.P., Urban Planning and Development, University of Southern California Bachelor of Arts, Environmental Studies/Environmental Planning, University of California, Santa Barbara	<ul style="list-style-type: none"> <li>• Local Coastal Program Update, City of Avalon</li> <li>• Comprehensive Local Coastal Program Update, City of Huntington Beach</li> <li>• Pacific Coast Highway Median Channelization, City of Malibu</li> </ul>
<b>Michael Yaffe, AICP, PP, GISP, ENV SP</b> <b>Michael Baker   16</b> Resiliency & Grant Funding	M.C.R.P., City and Regional Planning, Rutgers University Bachelor of Science, Environmental Planning and GIS, Rutgers University	<ul style="list-style-type: none"> <li>• Community Engagement and Risk Communications, Nationwide, FEMA</li> <li>• Resilient New Jersey Program Management and Oversight, Statewide&lt; New Jersey Department of Environmental Protection</li> </ul>
<b>Alan Ashimine</b> <b>Michael Baker   23</b> CEQA Lead	Bachelor of Arts, Environmental Analysis and Design, University of California, Irvine	<ul style="list-style-type: none"> <li>• Alamitos Battery Energy Storage System Environmental Services, City of Long Beach</li> </ul>

GAVIOTA, MARIPOSA REINA SITE-Facilities and Infrastructure Asset Assessment

<p><b>Art Popp</b> <b>Michael Baker   27</b> Sr. Biologist</p>	<p>Master of Science, Biology/Ecology, University of Nebraska  Bachelor of Science, Biology, Nebraska Wesleyan University</p>	<ul style="list-style-type: none"> <li>• Silver Lake Reservoir Complex Biological Surveys, Los Angeles Department of Water and power (LADWP)</li> <li>• Clean Grids, LADWP</li> <li>• Victory Pump Station Replacement Project, LADWP</li> </ul>
<p><b>Ryan Winkleman, CSE</b> <b>Michael Baker   18</b> Senior Biologist</p>	<p>Bachelor of Science, Ecology and Evolution, University of California, Irvine</p>	<ul style="list-style-type: none"> <li>• Bellefield Solar Project Environmental Impact Report, County of Kern</li> <li>• Kudo Solar Environmental Impact Report, County of Kern</li> </ul>
<p><b>Marc Beherec, Ph.D., R.P.A.</b> <b>Michael Baker   22</b> Sr. Archaeologist</p>	<p>Doctor of Philosophy, Anthropology/ Archaeology, University of California, San Diego  Master of Arts, Anthropology/ Archaeology, University of California, San Diego  Bachelor of Arts, Anthropology, University of Texas, Austin</p>	<ul style="list-style-type: none"> <li>• 101 Fwy and Turnpike Project, Santa Barbara County, Chick-fil-A</li> <li>• California State University, Long Beach Master Plan Update, California State University</li> <li>• Hillside Housing Project Extended Phase I Archaeologist Study and Cultural Resources Monitoring and Discovery Plan, California State University</li> </ul>
<p><b>Surabhi Barbhaya, AICP, LEED AP</b> <b>Michael Baker   19</b> Outreach Planner</p>	<p>Master of Community Planning, Land Use Planning, University of Cincinnati  Bachelor of Architecture, Maharaja Sayajirao University of Baroda, India</p>	<ul style="list-style-type: none"> <li>• Housing Element and Safety Element Revisions, City of Los Altos</li> <li>• Housing, Safety and EJ Element, City of San Juan Capistrano</li> <li>• South Lane Park Master Plan</li> </ul>
<p><b>Jonathan Perez</b> <b>Michael Baker   20</b> GIS Specialist</p>	<p>Certificate, 2002, Topographic Analyst, National Geospatial Intelligence School  Certificate, 2000, Photography, A-1 Business &amp; Technical College</p>	<ul style="list-style-type: none"> <li>• Inland Branch 2020 Fire Emergency Clean-Up Response Program, CalRecycle</li> <li>• Caldor Fire Recovery Project, Sequoia Ecological Consulting</li> </ul>
<p><b>Nathan Kebede, P.E.,</b> <b>Michael Baker   13</b> Pavement Director</p>	<p>Master of Science, Civil Engineering, University of Illinois, Urbana-Champaign  Bachelor of Science, Civil Engineering, Jackson State University</p>	<ul style="list-style-type: none"> <li>• Pavement Condition Survey &amp; HPMS Data Collection, Statewide, Mississippi</li> <li>• General Consulting Engineer Services for the Pennsylvania Turnpike Commission</li> </ul>
<b>Optony</b>		
<p><b>Jonathan Whelan</b> <b>Optony   11</b> Project Officer in Charge, Key Liaison and Principal Investigator for Solar Development Feasibility</p>	<p>Bachelor of Science, Business Administration &amp; Biology, Minor in Environmental Science, Trinity University, Texas</p>	<ul style="list-style-type: none"> <li>• Strategic Energy Planning Services for County of Santa Barbara, City of Santa Barbara, City of Goleta, and City of Carpinteria</li> <li>• Utility Economic Analysis &amp; Grid-Scale Energy Storage Procurement, City of Palo Alto</li> </ul>



## GAVIOTA, MARIPOSA REINA SITE-Facilities and Infrastructure Asset Assessment

<b>Byron Pakter</b> <b>Optony   21</b> Fiscal Officer in Charge, and Principal Investigator for Power Marketing and Valuation	Master of Engineering, Advanced Technologies, University of California, Berkeley Bachelor of Science Mechanical Engineering, University of California, Berkeley	<ul style="list-style-type: none"> <li>Solar + Energy Storage Project Planning for University of California Berkeley</li> <li>City Hall Microgrid Feasibility &amp; Procurement for the City of Goleta</li> <li>Sustainable energy Roadmap for San Joaquin Valley</li> </ul>
<b>Natalie Hanson</b> <b>Optony   11</b> Director of Energy Programs and Staff Planning Lead	Master of Science, Civil Engineering, Emphasis in Water Resources, University of Alaska, Anchorage Bachelor of Science, Geosciences, Boise State University	<ul style="list-style-type: none"> <li>Fleet Electrification &amp; Charging Facility Assessment for Research Triangle Institute</li> <li>Citywide 100% Renewable Energy Roadmap for Town of East Hampton</li> </ul>
<b>Coleman Thompson</b> <b>Optony   5</b> Energy Systems Analyst, Solar and Battery Powerplant Simulations Lead	Master of Science, Civil Engineering, Emphasis on Systems Engineering, University of California, Berkeley Bachelor of Arts, Physics & Political Science, Grinnell College	<ul style="list-style-type: none"> <li>Genetic Algorithms for Cost-Optimization of Solar Desalination Plants</li> <li>Municipal Decarbonization Roadmap for the City of Menlo Park</li> </ul> Citywide 100% Renewable Energy Roadmap for Town of East Hampton
<b>Rachel Lore</b> <b>Optony   5</b> Energy Analyst	Bachelor of Science, Mechanical Engineering, Cornell University	<ul style="list-style-type: none"> <li>Fleet Electrification &amp; Charging Facility Assessment for Research Triangle Institute</li> <li>Citywide 100% Renewable Energy Roadmap for Town of East Hampton</li> </ul>
<b>Akela, a Michael Baker company</b>		
<b>Guy Carpino, PE,</b> <b>RCDD</b> <b>Akela   27</b> <b>Electrical Engineer</b>	Bachelor of Science, Electrical Engineering, California State Polytechnic University, Pomona Obispo	<ul style="list-style-type: none"> <li>Statewide Strategic Energy Plan, University of California, Office of the President</li> <li>Cogeneration Facility, San Diego State University</li> </ul>
<b>RNT Architects</b>		
<b>Chris Bradbury, AIA,</b> <b>NCARB, LEED AP</b> <b>RNT Architects   20</b> <b>Lead Architect</b>	Bachelor of Architecture, Minor in Sustainable Environments, California State Polytechnic University, San Luis Obispo	<ul style="list-style-type: none"> <li>Confidential Military District Plan 1, Western United States</li> <li>Confidential Military District Plan 2, Western United States</li> </ul>
<b>Tarah Brown, LEED</b> <b>AP</b> <b>RNT Architects   19</b> <b>Project Architect</b>	Bachelor of Science, Architecture, University of Maryland	<ul style="list-style-type: none"> <li>Probation Department New Office Building, County of Santa Barbara,</li> <li>Campus Center (Three Food Service Areas), Building CC, Santa Barbara City College</li> </ul>
<b>Ninyo &amp; Moore</b>		
<b>Michael Putt, PG, CEG</b> <b>Ninyo &amp; Moore   20</b> TBD	Bachelor of Science, Geology, California State University, Fullerton	<ul style="list-style-type: none"> <li>Topaz Solar Farm, San Luis Obispo County</li> <li>Garnet Solar Project, Palm Springs, CA</li> <li>Powhatan Solar Generation Station, Apple Valley, CA</li> </ul>

## 4.0 EXPERIENCE OF THE MICHAEL BAKER TEAM

### 4.1 PROFESSIONAL PLANNING, DESIGN, AND CONSTRUCTION SERVICES

Michael Baker International, Inc. (Michael Baker) brings over 83 years of planning, engineering, and construction consulting services to the County. Our established relationship and work processes will ensure that our team is cohesive, our work is integrated, service is responsive, and deliverables are of best quality. The Michael Baker team features subject matter experts who will be available to quickly support the County on an as-needed basis no matter the issue. Our team has extensive experience for projects within the County and we are excited for the opportunity to continue our relationship with the County. Services provided and representative projects are presented below. Additional representative projects, as well as references, are contained in Section 6.

**Roadway/Pavement** | Michael Baker roadway and pavement design service capabilities include the preparation of project reports (PR); final plans, specifications, and Engineer's estimates (PS&E); and support services for design and construction of highways and highway ramps, arterial roadways, dockside gates and storage areas including new construction, rehabilitation, and reconfiguration of those facilities. Michael Baker was recently awarded a 3-year contract by the City of Los Angeles to conduct pavement inspections and calculate PCI (very similar scope as this current RFQ) for 5,000 miles of roads.

**Storm Water Management** | Michael Baker provides stormwater quality plans, NPDES compliance services including site inspection, permit requirements interpretation, response to notices from regulators, and annual reporting. We are familiar with SUSMP and CASQA requirements and how to best implement required design guidelines for successful designs. Storm water quality capabilities include development of surface water quality plans, research relative to best management practices (BMP) effectiveness, BMP siting, design, construction, construction management and operation, maintenance and monitoring.

**Water Resources (Potable, Recycled, Waste Water)** | Michael Baker is an expert in the field of water and recycled water conveyance systems, sewer design, and all facets of water/wastewater engineering.

**Structural Engineering** | Michael Baker's structural engineering services include design of buildings; bridges; flood control facilities; water resources structures; retaining, sound and security walls; and special structures. Building expertise includes applying the most current building evaluation guidelines, adhering to ASCE/SEI and FEMA. Michael Baker is a leading provider of bridge consulting services with expertise that spans the life cycle of bridge planning, design, construction, demo, retrofit, capacity analysis, inspection and maintenance. Our Santa Ana office serves as our West Region hub for structural design, and we have more than 300 structures staff in over 35 offices across the U.S.

**Traffic/Transportation Engineering** | Our traffic experts provide evaluation and analysis of intersection and roadway systems and the preparation of the specific traffic engineering studies, designs, Intelligent Transportation Systems (ITS), Traffic Management Plans (TMP), signing and striping, and signal timing and synchronization. Michael Baker prepares signal communication plans including hardwired, fiber optic, and wireless hybrid systems; dynamic message signs (DMS), system detection systems and video detection systems. We can provide innovative solutions for truck queuing, traffic control and maintenance of traffic during construction.

**Entitlement Planning** | As part of Michael Baker International’s legacy of excellence, our planners rely on their extensive experience and work closely with clients to evaluate realistic development opportunities that achieve a balance between community, environmental concerns and agency/developer needs. Our professionals design projects that achieve a balance among the needs of various stakeholders, thereby providing creative solutions tailored to each project. We evaluate realistic development opportunities and examine potential technical, governmental and environmental constraints for individual projects. Our entitlement professionals work closely with clients to entitle residential subdivisions, master planned communities, commercial, renewable energy and industrial projects, including obtaining permits, satisfying conditions of approval, mitigation monitoring measures and other requirements.

**Environmental Sciences** | Michael Baker’s Environmental Practice is committed to sustainable development in all that we do. With more than 200 environmental professionals across the U.S., we provide progressive, sustainable, and innovative planning and permitting services to protect our natural resources while developing infrastructure to meet today’s growing industries. Environmental Documentation: Our team produces CEQA/NEPA compliant documents including including categorical exemptions (CE), initial studies (IS) negative declarations, mitigated negative declarations (MND), and environmental impact reports (EIR); environmental assessments (EA), and environmental impact statements (EIS).

**Regulatory Permitting** | Michael Baker has demonstrated ability to work with local, state and federal regulatory agencies in the permitting, design, and construction of wetland, stream, habitat, and forest restoration projects, ensuring compliance with lead agencies including the California Coastal Act, Clean Water Act (CWA), California Porter-Cologne Act, California Fish and Game Code, and Endangered Species Act (ESA).

**Public/Stakeholder Engagement** | The Michael Baker approach to public engagement offers meaningful and proactive opportunities for participation and involvement throughout the life of the project. Our engagement programs are strategically designed to develop a consensus-based vision and local ownership, and foster community awareness, understanding, and support for a project. As part of this effort, we use a comprehensive set of in-person and online tools and techniques to engage, educate, and collaborate with local communities, interested stakeholders, and hard to reach populations. Our goal is to build community capacity and to enhance decision-making through thoughtful facilitation, innovative technologies, creative events and activities, and meaningful dialogue.

**Landscape Architecture** | Michael Baker International’s landscape architects understand the principles of sustainable design and green building. Our team is dedicated to providing design solutions that are meaningful and environmentally sensitive to achieve aesthetically pleasing communities. We have worked with numerous agencies to develop and implement effective housing and community development projects, programs and plans. Our projects include helping local governments secure resources for housing, jobs, community development and redevelopment, as well as providing long-range planning tools, such as needs assessments, strategic plans, goals and policies. Using our team’s experience with state, regional and local agencies across the nation, we prepare housing elements, economic plans, organizational strategies, consolidated and action plans, analyses of impediments and redevelopment implementation plans. Michael Baker writes and administers federal and state grant and loan programs, including CDBG, Neighborhood Stabilization Programs (NSP), HOME, Housing Trust Funds and Low-Income Housing Tax Credits.

**Geographic Information Systems (GIS)** | Michael Baker provides GIS as part of the Geospatial Information Technology (GIT) division. GIS services include data acquisition and processing, enterprise GIS implementation, application design and development, field data collection, updates, verification, and standardization.

**Survey/Mapping** | We understand the importance of a reliable topographic and planimetric foundation to support our clients' diverse business needs. Accurate horizontal and vertical control, detailed topography, and boundary mapping provides a reliable foundation on which critical project decisions can be successfully executed. Types of surveys we offer include ALTA/ACSM land title surveys, bathymetric, control, right-of-way/boundary, topographic, elevation, routing, stakeout, as-built, 3D pipe modeling; static, aerial, and Mobile Light Detection and Ranging (LiDAR); and unmanned aerial vehicle (UAV) operated by FAA-certified pilots experienced in conducting conventional and nonconventional surveying activities.

**Sustainability** | The Michael Baker team has been a strong proponent of sustainability which is reflected in our projects including several LEED certified facilities and numerous projects incorporating complete streets concepts. We see every project as an opportunity to apply creative, sustainable solutions.

We know the local geography. Michael Baker has consistently provided services within Santa Barbara County, ranging from environmental and water quality services to survey and project design surveys. This broad bench, strengthened by our subconsultants experience, allows our Team to cover all bases associated with the Gaviota project site. We also bring relevant expertise and experience from outside of the County. For example, we prepared the planning and environmental studies for the town of Cambria Emergency Desalter Project (now operational), which was based on our 20+ year history of water work for the town. We've also provided solar planning and civil support to a variety of projects, such as Southwest Solar- a series of 14 different project site locations for Granite Construction (Granite). Granite was interested in the re-use of older aggregate mines. Michael Baker provided site due diligence and highest and best use studies so that abandoned mine areas could be outfitted with solar arrays. As presented in the relevant representative projects (Section 4.2), the Michael Baker Team has the optimum combination of technical expertise, relevant experience working with public agencies and numerous project stakeholders, proven project delivery systems, and key staff committed to successfully this project.

## 4.2 RELEVANT PROJECT EXPERIENCE

### **Santa Barbara Region Solar Feasibility and Development**

Optony was first engaged by the City of Goleta to determine the feasibility of solar + storage, across multiple potential configurations and ownership structures, at the City of Goleta City Hall. Optony identified high potential solar opportunities, assessed, and discussed potential installation constraints including structural, electrical, and geotechnical, created initial solar designs, identified the optimal size to support various objectives. Based on Optony's recommendations, and following presentations and budget approval from City Council, Optony finalized the system design, and supported the City through procurement, construction, and commissioning of this completed solar project. In an overlapping project Optony was engaged by the Carpinteria Valley Water Authority, Carpinteria Sanitary District, and the City of Carpinteria to manage the screening and feasibility of solar plus battery energy storage at over a dozen sites in the service territory. Optony is currently leading the site screening, financial analysis, and system design recommendations to solicit a developer for the most practical sites.

**Southern California Edison Stormwater and NPDES Program**

Michael Baker has developed and coordinated the SCE Stormwater and NPDES Program for nearly 20 years. SCE territory includes over 50,000 square miles across Southern and Central California, including the Gaviota Project area. Michael Baker has formed a long-term partnership with SCE to achieve operational compliance while focusing on efficient and cost-effective approaches to meeting permit requirements. Michael Baker began working with SCE since 2005 to develop its standards and manuals describing the regulatory requirements that guide its operations, with the accompanying documents providing the detail and explanation to put those requirements into operation based on The Edison Way manual. Michael Baker worked on behalf of SCE to negotiate both individual NPDES permits (Pebble Beach Desalination Plant, San Onofre Nuclear Generating Station, and Eastwood Powerhouse) and statewide general NPDES permits (CGP and Utility Vault Dewatering NPDES Permit) with the State Water Board and Regional Water Boards. Work to support these negotiations included monitoring, dilution study modeling, design of field-testing protocols to confirm numerical models, ocean floor mapping (topography as well as flora and fauna), and negotiations with multiple agencies. Other facility services have included design and retrofit to meet low-impact development requirements, development of water quality management plans, and stormwater pollution prevention plans (both industrial and commercial), development of over 75 facility-specific stormwater management plans across the Edison territory, facility inspection, agency coordination, enforcement response, RUSLE2 modeling, sampling, permit application, and regulatory reporting tasks. Environmental, wetlands mapping, and ecosystem restoration services were also deployed.

**State Parks Surface Water and NPDES Support Services**

Michael Baker is providing on-call services to the Division at the SVRAs throughout California. The Division's core mission presents a great challenge: balancing an activity that leads to soil disturbance by its very nature, with increasing water quality and other environmental regulations. Program elements have included developing specifications and contract language for use during construction projects requiring CGP coverage, establishing legal authority, public education and outreach, GIS mapping of facilities, and staff training.

**Strategic Energy Planning Services for County of Santa Barbara**

Optony was selected to provide strategic planning services to help the County of Santa Barbara, the City of Santa Barbara, the City of Goleta, and the City of Carpinteria identify opportunities to increase the development of distributed energy resources (DER) and utility-scale renewable energy (USRE) projects, thereby improving electricity reliability and resiliency for residents and businesses. All four Strategic Energy Plans identified barriers to local renewable development and offered a range of solutions in five program areas: regulatory, financial/funding, utility, county facilities and education/public awareness. Strategies and tasks within these program areas included policy development, staffing and municipal budgeting, energy and impact modeling, and community outreach. The project highlighted Optony's site-specific, technical aptitude as well as their comprehensive approach to energy planning. The Strategic Energy Plans for the cities of Santa Barbara, Carpinteria, and Goleta were unanimously adopted by their respective City Councils in July 2019. The County SEP was adopted, and budgeted for implementation, in September 2019.

**Utility Economic Analysis and Grid-Scale Energy Storage Procurement, City of Palo Alto**

As a part of Optony's ongoing master consulting services for the City of Palo Alto municipal electric utility, the firm was engaged to model and rank economic value for grid-scale energy storage integration at several existing or proposed solar power plants. The project included data gathering and complex statistical analysis using Optony's in-house energy storage simulator for multiple scenarios of battery storage system sizing and duration at each solar power plant in question.

**Oil-Field Redevelopment Power Marketing Strategy for Renewell Energy**

Optony was selected by Renewell Energy to determine the feasibility of redevelopment of oil-field assets for energy storage. Optony evaluation was extensive: Utility regulations, revenue streams, market mechanisms, ancillary service and resource adequacy market dynamics. Optony used its proprietary power markets evaluation tools to optimize and compare value streams. Optony provided key utility regulations in California for location-specific wholesale energy and ancillary service revenue streams available for aggregated BTM storage resources, as well as details on applicable CAISO/LADWP market mechanism needed to capture revenue stream. The firm also guided power plant operations by summarizing known optimization software providers/scheduling coordinators capable of facilitating market participation.

**Engineering & Project Development Services for Solar + Storage Procurement, Solano Community College District**

Optony was selected by Solano Community College District to evaluate on-campus solar with a goal to maximize electrical savings benefits. The project feasibility study evaluated considerations for CEQA, geotechnical risks, siting options, utility interconnection constraints (and solutions), equipment evaluation, technical and financial modeling for the economic benefits of large battery energy storage. Optony team developed the solicitation documents for this procurement, convened vendor webinar, managed on-site electrical equipment inspections, as well as managing a complex vendor selection and contracting process. Currently, the project is in the final design stages, with permitting and construction beginning in the coming months, and Optony will be the lead construction project manager through commissioning of the project.

**Engineering & Project Development Services for Solar + Storage Procurement, Catholic University of America (Washington DC)**

The Catholic University of America selected Optony to provide guidance and support in the review of two University-owned land parcels for possible solar installation feasibility and procurement. Optony was tasked with analyzing the physical capacity of the land to hold solar photovoltaic systems, along with identifying challenges and constraints associated with prospective solar builds. The evaluation included review of utility line easements and Distributed Energy Resources (DER) interconnection opportunities, land-use restrictions, available incentive programs, and energy offtaker scenarios. Optony developed a customized financial analysis tool to model various solar procurement and ownership models to advise the University on the optimal approach to solar development. With the results of this analysis, Optony entered a procurement phase on behalf of the University, soliciting proposals from some of the leading solar developers in the country to build exactly what the University was seeking--a no-investment solar lease, with shared revenues from energy and Solar Renewable Energy Credit sales. Optony has continued to support the University through the contracting, design, and permitting phases, serving as an Owner's Representative to help the project to navigate through the various authorizing and permitting agencies having jurisdiction.

**Catalina Renewable Energy Project EIR**

Michael Baker prepared the EIR for the 350 MW Catalina Renewable Energy Project, which included both wind turbine generators (WTGs) and PV solar system blocks on a total of 6,739 acres in unincorporated eastern Kern County. Project components included up to 134 WTGs, 150 PV solar system blocks, three meteorological towers, on- and off-site access roads, up to two substations, two operation and maintenance facilities, overhead and underground transmission and collection lines, electrical switchyards, and a power collection system.

**Antelope Valley Expansion Project**

Michael Baker prepared technical studies (air quality, GHG assessment, noise, health risk assessment, and traffic) for three PV power-generating facilities: Tumbleweed Solar Facility (125 MW-AC), Rabbitbrush Solar Facility (125 MW-AC), and Chaparral Solar Facility (125 MW-AC), totaling approximately 2,117 acres to deliver up to approximately 375 MW-AC of electricity on private lands in southeastern Kern County.

**Solar Highways Pilot Project**

Michael Baker provided support for all aspects of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) clearance for a solar panel development project along state right-of-way, primarily adjacent to existing roadway interchanges, that is capable of generating 15 megawatts of power. While working with Caltrans District 4 as the lead agency, Michael Baker prepared several key technical studies and coordinated the work of subconsultants for the preparation of biological and cultural resource reports. Michael Baker also prepared an Initial Study/Mitigated Negative Declaration (IS/MND) under CEQA and a Categorical Exclusion under NEPA. In addition, Michael Baker worked with Caltrans District 4 on Section 7 consultation with the U.S Fish and Wildlife Service.

**Camp Pendleton Desalination Test Facility, San Diego County, California**

Michael Baker designed, built, and operated a test desalination facility at Camp Pendleton along the Pacific Ocean. The results of the test facility could help the authority decide if building a full-scale desalination facility at the base is feasible. The county faced a major test as it worked to meet its long-term water needs during a prolonged drought, and desalination of ocean water was a potential solution. Michael Baker provided environmental permitting, design, construction, operation, and collection and analysis of data during the testing period. After the completion of the test, Michael Baker prepared a report with a projected cost analysis for operation of a full-scale plant and the decommission and removal of the pilot facility.

**Topaz Solar Farm, San Luis Obispo County, California**

Ninyo & Moore provided geotechnical services during construction of the 3,500-acre Topaz Solar Farm in the Carrizo Plains area of San Luis Obispo County, California. The project is located in a relatively remote agricultural area of northeastern San Luis Obispo County and involved phased construction of photo-voltaic solar power systems over several years. Their services involved geotechnical quality control during site earthwork, including full-time field technician for observation, documentation and field density testing to evaluate soil compaction and contractor conformance to the project specifications. Earthwork on site included ground preparation for solar array areas, the substation, building pads, roadways, underground trenches and miscellaneous structures. A mobile laboratory was set up on site for Proctor density testing and sieve analyses to provide efficient turn around for construction evaluation. Engineering support during construction included preparation of weekly summary reports for submittal to the County and First Solar representatives, preparation of interim compaction reports, review of project grading plans and as-needed consultations.

In addition to geotechnical services during construction, Ninyo & Moore performed a geotechnical evaluation for the Phase 6 Collection System. The collection system consists of approximately 1,500 lineal feet of underground cabling to connect the various solar array blocks. Our services included drilling four borings to evaluate subsurface soil conditions, field electrical resistivity testing using a Wenner array with electrode spacing up to 50 feet, field thermal resistivity testing, geotechnical laboratory testing, engineering analysis, and preparation of a geotechnical evaluation report

## 5. PROPOSED WORK PLAN, SCHEDULE, AND WORKLOAD

We view ourselves as an extension of County staff for the Gaviota Project and the Project Team assigned to this contract is available and committed to performing the required services for the duration of the contract. The Michael Baker Team is comprised of a core group of environmental planners, scientists, and engineers that have a deep understanding of the issues at hand. Projects are successful because of our integrated and multidisciplinary approach. The work will be completed using a task-force concept. Our task force is comprised of Richard Beck, the Program Manager, Kristen Bogue for quality assurance and technical oversight, and key team members from the project core team selected specifically for each project and supplemented with technical staff from the resource pool. We also include stakeholders early on, which helps build consensus. Stakeholders have a vote and often provide key information that may lead to additional opportunities- or constraints. Mr. Beck will provide regular updates of activities for each task and will work closely with County staff. Our subconsultants supplement the team with specific areas of unparalleled expertise. We have prior experience working with our subconsultants, and our team has extensive experience in coordinating the activities of subconsultants to ensure timely completion of work projects. Our work program is discussed by task in the discussion, below.

***Facilities and Infrastructure Asset Assessment Concept-Level Design General Approach:*** Michael Baker will begin the project with a thorough kick-off meeting. The meeting will define communication and site access protocol and highlight the latest schedule. The bulk of the analysis will move forward concurrently as specialists provide review by each discipline. Workshare and information sharing is key between our Team members- this ensures a thorough and quality document for the County. The following workplan is presented in bullet-point narrative, to comply with the RFP formatting direction and page limitation, but the project team would offer a Gantt-style schedule at kick-off meeting to better show and explain the anticipated timing and duration of the various tasks and subtasks. Our formal scope of work will also contain greater detail of each task.

**5.1 Comprehensive Site Assessment:** Provide inspection, assessment, and reporting on each of the site elements, including their existing conditions, and their ability for future use by the County. *(Anticipated November 2023; deliverable: draft/final Comprehensive Site Assessment Report)*

**5.2 Zoning:** Perform an assessment of the existing zoning issues, restraints, and requirements to inform the County on possible risks, including financial and environmental. *(Anticipated July 2023; deliverable: draft/final Due Diligence Planning Report)*

**5.3 Regulatory Analysis:** Michael Baker will provide a regulatory review, including the California Coastal Commission (CCC), and California Energy Commission (CEC), and other state and federal agencies that may have jurisdiction over current and future uses at the subject site. *(Anticipated July 2023; deliverable: draft/final Regulatory Planning Report, including Coastal Act Consistency Analysis)*

**5.4 Pavement Condition Analysis:** The site contains several paved areas including service roads, access drives, and parking lots. Using the Pavement Condition Index (PCI) system, assess the paved surfaces and provide a report of the current condition with recommendations on repair, rehabilitation, or replacement. *(Anticipated July 2023; deliverable: draft/final Pavement Condition Report)*



**5.5 Environmental & CEQA Analysis:** Michael Baker will prepare environmental scoping documentation to assist the County in determining key environmental issues and requirements under the California Environmental Quality Act (CEQA). *(Anticipated September 2023; deliverable: draft/final CEQA Planning Report)*

**5.6 Recommendations, Cost Estimates, Final Report:** The assessment report shall include the formulation of specific recommendations of what systems, equipment, and/or structures can be re-used (including items/elements that may need additional repair, upgrade, or renovation) as part of future County ownership and operation of the site. Proposers will include rough order of magnitude (ROM) cost estimates for the rehabilitation or removal of existing systems and structures. The format of the Assessment Report will be a collaborative effort between Michael Baker and the County. *(Anticipated November 2023; deliverable: draft/final Assessment Report)*

**5.7 Public/Stakeholder Engagement:** Outreach will include up to 5 meetings with stakeholders to solicit feedback. Michael Baker will work with the County to define the format (e.g. virtual, in-person, open house, focused meetings, etc.) and final fee of the outreach.

***Solar Feasibility Study Concept-Level Design General Approach:*** *Optony will lead the bulk of the Solar Feasibility Study task(s), in collaboration with the rest of the project team. The concept design will take inputs from the geotechnical, facility, and electrical equipment condition assessments performed by other members of this consulting team. Optony will synthesize these and other key work products to create optimized, and realistic, solar + battery power plant (PV+BESS) design options.*

#### **5.8 Develop Concept-Level Design:**

Identify site PV development potential and constraints and discuss preliminarily with County. Confirm spaces available or potentially available for solar PV development and obtain County feedback on proposed locations and scope. Based on County input, propose BESS system for discussion with SCE and/or other potential energy off-takers. Develop preliminary system design and single-line diagrams, analyze system interconnection locations, limitations, and needs. Compile proposed equipment spec sheets for modeling and procurement planning.

Create photo renderings of proposed system from multiple community viewpoints. Evaluate possible landscape and fencing options to mitigate conservation and viewscape impacts of the project. Analyze energy off-taker options and develop pros-and-cons comparison in context of meeting County sustainability and financial goals. Prepare site impacts overview to enable and support County public outreach efforts *(Anticipated December 2023; deliverable: reports/plans and slide deck presentation for printing and/or presenting at stakeholder and/or community meetings)*

#### **5.9 Utility Provider - Analysis and Presentation of Requirements**

- Develop inventory of existing electrical infrastructure equipment that can be re-utilized or that must be removed for optimized PV+BESS development
- Analyze constraints of existing electrical infrastructure and feasibility of upgrades that may reduce those constraints
- Craft preliminary interconnection approach and prepare paperwork to drive early conversations with the owner of the grid past the interconnection point (SCE) *(Anticipated November 2023; deliverable: Draft Utility Interconnection Application)*

### 5.10 Regulatory Analysis

- Identify relevant Authorities Having Jurisdiction, with summary of project aspects governed by each AHJ
  - Summarize project constraints imposed, or potentially imposed, by AHJs, with proposals for working through or around such constraints

### 5.11 Geotechnical Investigation

- Geotechnical review of existing terracing and leveling to determine capacity of proposed PV sites to hold dead-load and wind-load of proposed solar and to determine any additional needs for stabilization, grading, seismic mitigation, or erosion control
- Soils boring sampling to determine appropriate solar mounting mechanisms for the property (*Anticipated October 2023; deliverable: Draft/Final Geotechnical Report*)

### 5.12 Zoning & Environmental Challenges

- Analyze County land-use requirements and restrictions applicable to the property, with summary of identified or potential impacts on proposed site solar development
- Report on detailed project recommendations to comply with, and/or request variation allowances from, County zoning requirements and other AHJs limiting land-use (*Anticipated October 2023; deliverable: Draft/Final Due Diligence Report*)

### 5.13 Cost-Benefit Analysis

- Perform cost-estimating exercise to show expected capital expenditures and long-term ownership costs of the proposed PV+BESS project
- Utilizing industry and proprietary modeling software, produce estimates of system production and gross and net financial benefits in various project development scenarios (e.g., cash purchase, lease-leaseback, PPA)
- Develop recommended strategies for procuring, developing, and optimizing the proposed PV+BESS project

### 5.14 Feasibility Study Report Format

- Meet with County staff to review initial feasibility study findings and to discuss and finalize key findings to focus on for presentation of report and presentation to the Board
- Submit draft annotated outline for review and commenting by County staff (*Anticipated August 2023; deliverable: annotated outline with brief synopses of preliminary findings*)
- Submit draft Feasibility Study Report for review and commenting by County staff (*Anticipated November 2023; deliverable: draft report in Microsoft Word format, integrating and addressing previous County comments and findings*)
- Submit final Feasibility Study Report, incorporating staff feedback and addressing key findings to enable decision-making by project stakeholders (*Anticipated January 2024; deliverable: final report in Microsoft Word and PDF formats, integrating and addressing previous County comments and any further results from preceding Tasks*)
- Submit draft presentation slide deck summarizing key findings and recommendations of the Feasibility Study Report (*Anticipated February 2024; deliverable: slide deck in Microsoft PowerPoint and PDF formats, summarizing and presenting key report points developed in collaboration with County staff*)

## 6. REFERENCES FOR PAST PERFORMANCE

### **Sea Level Rise Analysis, Local Coastal Program, and Zoning Ordinance, Carlsbad, California**

The City of Carlsbad is currently in the final phase of a comprehensive General Plan Update. Michael Baker provided Local Coastal Program and Zoning Ordinance updates required to ensure consistency with the updated General Plan, as well as state requirements related to sea level rise. The City has received a grant from the California Coastal Commission (CCC) and Ocean Protection Council, which will fund the sea level rise analysis, Local Coastal Program update, and will partially fund the Zoning Ordinance update. The team drafted the Local Coastal Program based on stakeholder meetings and a sea level rise/vulnerability assessment. The documents will help the City identify potential risks to assets, adaptability approaches to protect such assets, and policy planning for future projects. The documents have been approved by the City Planning Commission and are under final review with the CCC.

#### Project Reference:

Jennifer Jesser, Project Manager/Senior Planner  
City of Carlsbad, Community Development Department  
Phone: (760)-602-4637  
Email: [jennifer.jesser@carlsbadca.gov](mailto:jennifer.jesser@carlsbadca.gov)

### **Soda Mountain Solar Site Due Diligence**

Michael Baker provided due diligence consulting services for a proposed 1,490-acre Solar facility in San Bernardino County, on Bureau of Land Management (BLM) land, off the Interstate 15, requiring: Caltrans agreements and permitting, an Environmental Impact Report, and Regulatory Permitting. Michael Baker provided expertise across various disciplines and multiple agencies to determine the feasibility and entitlement planning requirements, process, and timeline to facilitate the negotiations for the acquisition of the property to develop a solar facility. The Due Diligence summary provided preliminary findings related to hazardous materials, biological resources and jurisdictional features, hydrology and hydraulic evaluation, cultural resources and Caltrans and Regulatory Permitting, along with CEQA, and NEPA requirement findings. We are currently providing whole site topographic survey and mapping services so project planning and entitlements can proceed.

#### Project Reference:

Dustin Thaler, Project Manager  
Conductive Power  
Phone: (786) 897-6288  
Email: [dustin@conductivepower.com](mailto:dustin@conductivepower.com)

### **Pavement Management Program Update Project**

Michael Baker collected LCMS pavement condition data for 840 lane miles of roadway in Napa County and updated the Pavement Management Plan (PMP) in StreetSaver. The distress data were collected per ASTM D6433 and MTC StreetSaver standards. The PCI values were updated in StreetSaver. The roadway imagery was also obtained using five high-definition cameras. The project included an analysis of five different budget scenarios and the development of a comprehensive 10-year work plan in the StreetSaver environment. Michael Baker also provided a report detailing PCI for each road section, color-coded GIS maps based on PCI, budget analysis, and network condition prediction using StreetSaver.

**Project Reference:**

Mallika Ramachandran PE, QSD/QSP, LEED AP Engineering Manager\*

County of Napa

Phone: (925) 960-4511

Email: [MRamachandran@cityoflivermore.net](mailto:MRamachandran@cityoflivermore.net)

\* New position at the City of Livermore

**Microgrid Feasibility Study and Development Recommendations, City of San Luis Obispo**

Optony was hired as a team member to develop the City of San Luis Obispo's Carbon Neutral Facilities Plan in 2022 with the specific scope of providing guidance on the development of microgrid and solar project in a City facility. Using preliminary data collected by the City, Optony and the City selected a fire station to complete solar PV design and production modeling, battery sizing based on the City's resiliency goals. The project in San Luis Obispo is currently underway and present activities are focused on the financial analysis and various ownership structures for the City to consider.

**Project Reference:**

Chris Read, Sustainability Manager

City of San Luis Obispo

Phone: (805) 781-7151

Email: [CRead@SLOCity.org](mailto:CRead@SLOCity.org)

**South County Regional Wastewater Authority**

Optony was selected to provide independent energy feasibility, technical specifications development, risk identification, performance analysis, and financial analysis for the development of new solar plus energy storage projects at the water authority's principal facility. Optony led the successful solicitation, evaluation, negotiations, and development of solar and battery energy systems which are multi-megawatt in size. In addition to feasibility and planning, Optony provided on-site services such as inspection, utilities interconnection resolutions, project management support.

**Project Reference:**

Saeid Vaziry, Environmental Programs Manager

South County Regional Water Authority

Gilroy, California

Phone: (408) 846-0202

Email: [saeid.vaziry@ci.gilroy.ca.us](mailto:saeid.vaziry@ci.gilroy.ca.us)

**Metropolitan Water District Colorado River Aqueduct Employee Village Enhancements  
Various California Locations**

Metropolitan Water District originally retained RNT to perform facilities assessments for four existing residential employee villages constructed in the 1930s and 40s to support adjacent MWD pump station facilities, as well as a prototypical village master plan and priority planning for phased delivery. Based on the facility assessments and master planning outcomes, RNT has additionally been engaged for design of improvements at all four villages. Scope includes the following new buildings: 74 residences, 4 clubhouses, 2 lodges, 2 dining halls, and 4 storage buildings. The scope of work also includes infrastructure upgrades, road paving, landscaping, playgrounds, sport courts, pools, and fitness trails at each of the four employee villages.

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**GAVIOTA, MARIPOSA REINA SITE-Facilities and Infrastructure Asset Assessment**

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The proposed structure replacements and village enhancements will increase quality of life for the resident employees who live and work in these remote desert villages, and the improvements will position MWD to attract and retain quality employees into the future.

**Project Reference:**

Lilly Shraibati, Group Manager  
Metropolitan Water District of Southern California  
Email: [lskraibati@mwdh2o.com](mailto:lskraibati@mwdh2o.com)  
Phone: (213) 217-6000

**New Probation Headquarters Building, County of Santa Barbara**

RNT evaluated the feasibility and provided conceptual design and programming for relocating staff from two different campuses on the south coast to a central facility in downtown Santa Barbara. The project consists of a public-facing public safety facility that provides services to clients and houses sworn officers and administrative staff within the Probation Department. Goals for the Department are to provide dedicated client-facing spaces with separated staff spaces to provide a welcoming and higher level of service to its clients and provide enhanced security to all staff. The design offers interaction with the street by providing adjacent public meeting spaces. A paseo courtyard enhances the circulation with a semi-private but observed space between reception areas, client interview rooms, and a day reporting center. All administrative offices are located on upper floors to enhance security and take advantage of the views towards the mountains and ocean. The project is currently in the Construction Documents Phase.

**Project Reference:**

Shane Mahan, Project Manager  
Santa Barbara County GSA  
Email: [smahan@countyofsb.org](mailto:smahan@countyofsb.org)  
Phone: (805) 689-1423

**Topaz Solar Farm, San Luis Obispo County, California**

Ninyo & Moore provided geotechnical services during construction of the 3,500-acre Topaz Solar Farm in the Carrizo Plains area of San Luis Obispo County, California. The project is located in a relatively remote agricultural area of northeastern San Luis Obispo County and involved phased construction of photo-voltaic solar power systems over several years. Services involved geotechnical quality control during site earthwork, including full-time field technician for observation, documentation and field density testing to evaluate soil compaction and contractor conformance to the project specifications. A mobile laboratory was set up on site for Proctor density testing and sieve analyses to provide efficient turn around for construction evaluation. Engineering support during construction included preparation of weekly summary reports for submittal to the County and First Solar representatives, preparation of interim compaction reports, review of project grading plans and as-needed consultations.

**Project Reference:**

Karl Tobin  
First Solar  
350 W. Washington Street, Suite 600, Tempe, AZ 85281  
Phone: (602) 216-7200

## 7. DELIVERABLES

As a professional consulting and solutions-oriented firm, Michael Baker, and our subconsultants, will provide deliverables in a variety of formats. Specific deliverables were identified in our Work Program under Section 5. In summary, Michael Baker will provide the required deliverables in the following formats, where applicable:

- a. CADD drawings in AutoCAD- Michael Baker uses the most current hardware and software providing our team the ability to perform any conceivable Computer Aided Drafting and Design / Computer Aided Engineering assignment, efficiently and economically. Team partners also bring a level of expertise and software capabilities including MicroStation, AutoCAD, BIM, NavisWorks, InRoads, OpenRoads, Civil3D, and Storm and Sanitary Databases (SDBs). In addition, our in-house survey group are experts in LiDAR data acquisition and processing, creating useful surfaces and topo for design.
- b. Word documents in Microsoft Word
- c. Spreadsheets in Microsoft Excel
- d. Schedules in Microsoft Project
- e. Databases as necessary for compiling, storing and accessing the Project records in a commonly available format.

-PDFs of the above files will also be provided. In addition, we can provide copies of photographs (.jpeg) from our field reconnaissance and Geographic Information Systems (GIS) files (.shp) as needed.

### Quality of Deliverables

Our Quality Management program is a continuous process used not just at project milestones but also on a daily basis as workflows from desk to desk, discipline to discipline, and consultant to client. Our standalone Quality Management system is specific to the environmental and regulatory disciplines included in this solicitation. The Quality Assurance Manager will be responsible for providing an on-going review (quality assurance audit) that the Quality Management system is fully implemented throughout the design process. The program consists of the following key elements:

1. Quality Assurance Plans (QAPs) are developed by each office and set the standards for quality per company standards.
2. Quality Control Plans (QCPs) are prepared by each discipline, thereby increasing relevancy and maintaining detail.
3. Project Management Plans (PMPs) are prepared for every project and are signed by all staff, acknowledge project and contract detail.



## **8. COST PROPOSAL**

The Michael Baker Team has provided a cost proposal in a separate file on Public Purchase. The file name is Michael Baker RFQ20036 Gaviota Assessment Sealed Cost Proposal.

## **9. REQUIRED STATEMENTS**

### **9.1. NON-SUBSTITUTION**

The Michael Baker Team assures that the designated staff, including sub-consultants, are used for the work described in this RFQ/P. Departure or reassignment of, or substitution for, any member of the proposed project team or sub-consultant(s) shall not be made without the prior written approval of County.



## **9.2. NON-CONFLICT OF INTEREST**

The Michael Baker Team warrants and covenants that no official or employee of the County, or any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting agreement, nor that any such person will be employed in the performance of such agreement without immediate divulgence of such fact to the County.

The Michael Baker Team is not currently committed to another project that would constitute a conflicting interest with the Project defined in this RFQ/P.

### **9.3. NON-COLLUSION AFFIDAVIT**

The Michael Baker Team assures that our offer is made without any previous understanding, agreement, or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary Consultant and the associated sub-consultant.

## 9.4. LITIGATION

Michael Baker is a large nation-wide firm with an 82-year history of working on a variety of complex projects. Through the normal course of business, we can become involved in litigation or claims, not untypical for the work we perform. It is not anticipated that any such litigation would impact the firm's ability to perform the services contemplated under this proposal. The firm's legal department may make certain non-confidential information regarding litigation (if any) available upon specific written request. To the best of this proposer's knowledge, there have been no recent findings of guilt or liability under civil or criminal litigation which is known to have been entered into for this geographic area for these types of services.

## **9.5. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

While Michael Baker Team can fulfill the indemnification and insurance requirements contained in the County's Standard PSA for AE Services, Attachment A, we would like to discuss some points of clarification/conflicting Agreement text, upon initial selection.

## **9.6. INSURANCE CERTIFICATES**

The Michael Baker Team can provide insurance certificates if selected by the County.



### 9.7. DIR REGISTRATION AND COUNTY VENDOR REGISTRATION

Michael Baker has an active DIR Registration, as noted below.

- Registration Number: PW-LR-1000631983
- Effective Date: 7/1/2021
- Expiration Date: 6/30/2024

Contractor Information	Registration History	
<b>Legal Entity Name</b> MICHAEL BAKER INTERNATIONAL, INC.	<b>Effective Date</b>	<b>Expiration Date</b>
<b>Legal Entity Type</b> Corporation	7/1/2020	6/30/2021
<b>Status</b> Active	7/1/2021	6/30/2024
<b>Registration Number</b> PW-LR-1000631983		
<b>Registration effective date</b> 7/1/2021		
<b>Registration expiration date</b> 6/30/2024		
<b>Mailing Address</b> 100 Airside Dr. Moon Township 15108 PA United Sta...		
<b>Physical Address</b> 3536 Concours Street, Suite 100 ONTARIO 91764 C...		
<b>Email Address</b>		
<b>Trade Name/DBA</b>		
<b>License Number(s)</b>		

Michael Baker has registered as a Supplier and accepted the terms and conditions of use with the County of Santa Barbara on the Public Purchase website.

- Public Purchase Username: rfbusdev1

## **9.8. RETENTION OF PROPOSAL**

The Michael Baker Team understands that all proposals and materials submitted shall become property of the County and will not be returned. All responses, including the accepted proposal and any subsequent contract, become public records per the requirements of the California Government Code, Sections 6250 - 6270, "California Public Records Act". The Michael Baker Team understands that any proprietary material must be clearly marked as such. The Michael Baker Team understands pricing and service elements of the successful proposal are not considered proprietary information. Proposers which indiscriminately identify all or most of their proposal as confidential or proprietary without justification may be deemed unresponsive.

## **10. APPENDIX**

Project Team resumes are located on the following pages.



PROGRAM MANAGER/SENIOR COASTAL PLANNER

# Richard B. Beck, CEP, P.W.S., CPESC®, CERP



*Mr. Beck has extensive experience in the regulatory and environmental disciplines. He successfully leads federal, state, local, and private-sector clients through the Clean Water Act, California Porter-Cologne Act, California Fish and Game Code, Endangered Species Act, and the California Coastal Act. Mr. Beck, a Professional Wetland Scientist, has conducted hundreds of jurisdictional delineations throughout the southwest. Mr. Beck proactively leads delineation field crews and regulatory specialists that effectively draft, coordinate, and process regulatory agency applications. Utilizing his accurate jurisdictional mapping, Mr. Beck effectively drafts and negotiates state and federal regulatory applications for all types of projects. Overall, Mr. Beck's years of significant regulatory coordination has led to trusted relationships with regulatory staff at all levels.*

*Mr. Beck excels in the restoration of riparian ecosystems, both as standalone projects and mitigation for jurisdictional impacts. Mr. Beck has prepared a variety of successful restoration and monitoring plans for projects throughout California. As President of the Western Chapter (CA, NV, AZ, HI), Mr. Beck is actively involved with the Society of Wetland Scientists. Mr. Beck has served on the Chapter's Executive/Special Topics Committee Member as well as the Editorial Board for the Society's International Wetland Practice Magazine. In 2008, Mr. Beck co-authored RBF's Watershed Management: Integrating People, Land and Water, a resource manual to the watershed approach.*

*As a key component to the above processes, Mr. Beck also prepares environmental documents with respect to the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).*

## RELEVANT EXPERIENCE

**County-Wide Long-Term Routine Maintenance Permitting Program - Regulatory Services, Orange County, California.** *Orange County.* Project Manager. Responsible for project management. Michael Baker assisted in preparing and processing environmental documentation for the County-Wide Long-Term Routine



### Years with Michael Baker

22

### Years of Experience

23

### Education

B.A., 2000, Environmental Studies, University of California, Santa Cruz

Certificate, 2010, Ecological Restoration, Saddleback College, CA

### Licenses/Certifications

Certified Ecological Restoration Practitioner, 2017, #0099

Certified Environmental Professional, 2010, 10050455

EPA Watershed Management Academy, 2008

Certified Professional in Erosion and Sediment Control, California, 2010, 5611

Wetland Delineator Certification Program, 2002

Professional Wetland Scientist, 2011, 2160

CRAM for Riverine Wetlands-Certified Practitioner, 2008

### Professional Affiliations

Association of Environmental Professionals (AEP)

Building Industry Association

Home Builders Council

Society for Ecological Restoration (SER)

Maintenance Permitting Program for the County's 13 watersheds covering approximately 800 square miles. The project allows routine maintenance to occur throughout the county, within multiple existing flood control facilities and beneath existing bridges crossing over waterways. Michael Baker prepared the Operation and Maintenance Manual and the California Environmental Quality Act (CEQA) Initial Study/Mitigated Negative Declaration (IS/MND) and prepared and processed the necessary approvals through the State Water Resources Control Board, U.S. Army Corps of Engineers, California Department of Fish and Wildlife (approval issued), and California Coastal Commission (approval issued).

**Solar Highways Pilot Project.** *The Republic Companies.* Regulatory Task Lead. Michael Baker provided support for all aspects of California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) clearance for a solar panel development project along state right-of-way, primarily adjacent to existing roadway interchanges, that is capable of generating 15 megawatts of power. While working with Caltrans District 4 as the lead agency, Michael Baker prepared several key technical studies and coordinated the work of subconsultants for the preparation of biological and cultural resource reports. Michael Baker also prepared an Initial Study/Mitigated Negative Declaration (IS/MND) under CEQA and a Categorical Exclusion under NEPA. In addition, Michael Baker worked with Caltrans District 4 on Section 7 consultation with the U.S. Fish and Wildlife Service.

**Transmission and Distribution Business Unit Water Quality Support, Statewide, California.** *Southern California Edison Company.* Regulatory Task Lead. Michael Baker was awarded a multi-year contract to assist the client with stormwater management related tasks which included developing, implementing, and monitoring compliance for various water quality plans and programs. This effort spanned approximately 50,000 square miles covering all client service areas, extending into central, coastal, and southern California regions. This work supported the client's commitment to responsible development during their ongoing construction program to build and improve transmission systems and substations throughout the region.

**Point Mugu Flood Prevention Plan, Naval Base Ventura County, Point Mugu, California.** *Naval Facilities Engineering Command Southwest (NAVFAC SW).* Coastal Lead. Michael Baker developed an airfield and community support area flood prevention plan for the installation. Michael Baker's services included a hydrology survey, hydraulic modeling, floodplain mapping, workshops, alternatives analysis, cost estimates, and the preparation of a recommended development plan.

**Coastal Project Design Storm Guidance and Wave Run-Up Analysis, Statewide, California.** *CALTRANS.* Coastal Lead. Michael Baker developed the basis of design for the starting water surface for hydraulic calculations for coastal structures (tidally influenced) and a design procedure for wave run-up calculations for the design of coastal structures.

**Broad Beach Restoration Project, Malibu, California.** *Broad Beach Geological Hazard Abatement District.* Project Manager. Michael Baker evaluated on-site waters and determined the jurisdictional authority of state and federal regulatory agencies within the boundaries of the Broad Beach Restoration project. It processed and coordinated resource agency permits through the U.S. Army Corps of Engineers (Section 404B Alternative Analysis), Regional Board (Section 401 Water Quality Certification), and the California Coastal Commission (CCC) (Coastal Development Permit) for maintenance activities occurring within the jurisdictional areas. Michael Baker also participated with the CCC's science advisory panel, which was created in support of the project's data collection and monitoring. A habitat mitigation and monitoring plan was also prepared.

## PRINCIPAL IN CHARGE

# David J. Reel



*Mr. David Reel brings a wealth of experience with managing the design, planning, and environmental analysis of communities, urban and high-tech science facilities, institutions, energy, transportation facilities and airports. His credentials as a contract and project manager include crucial experience working with local, state, and federal agencies. He has managed large-scale on-call contracts and task orders for Caltrans, San Francisco Public Utilities Commission, San Francisco Public Works Department, Port of Oakland, Oakland and San Francisco International Airport and NASA. His experience includes directing, managing, and completing technical analysis on large planning projects in California including environmental analysis and extensive public outreach with stakeholders.*

## RELEVANT EXPERIENCE

### **Fresno-Yosemite International Airport Consolidated Rental Car Facility - Initial Study and Mitigated Negative Declaration, California.**

Project Manager. Prepared CEQA and NEPA environmental clearance that replaced existing buildings and parking areas with a new facility to accommodate growth. The project design resulted in consolidating the land use and introduced solar panels which provided energy for other parts of the airport to operate.

**Sacramento International Airport Solar Panel Project EA, Sacramento, California.** Project Manager. Completed environmental document to allow airport to install solar panels on airport property in efforts to reduce energy resources and costs. The challenge was a change to land use around the airport to ensure no conflicts with airport operations. Worked closely with Airport, City and FAA staff to gain approval under an expedited schedule.

**Facility Requirement Document-Hangar N211 Addition, NASA Ames Research Center, Moffett Field, California.** Designer. Completed a facility report to allocate funding for an addition to an existing NASA maintenance hangar. The planning included a feasibility study, schematic documents, and design documents to gain approval for final funding of the project. The addition involved adding over 30,000 SF of the hangar space including maintenance, office and storage area to an existing building used for NASA aircraft.

**As-Needed Services for the Capital Improvement Program Planning and Environmental Services, San Francisco, California.** Contract/Project Manager. Provided technical guidance and review of proposals, task orders and assigned work for projects under the San Francisco Public Utilities Commission's \$3.6 billion Capital Improvement Program. Services include environmental analyses and technical studies; regulatory analyses and permit applications; and specialized natural resources, environmental, and planning services for the rehabilitation of the regional water and local water systems. Task orders have included helping the



### *Years with Michael Baker*

4

### *Years of Experience*

36

### *Education*

M.S., 1991, Urban Planning, University of Wisconsin at Milwaukee

M.S., 1991, Architecture, University of Wisconsin at Milwaukee

B.S., 1988, Architecture, University of Wisconsin at Milwaukee

### *Professional Affiliations*

American Planning Association (APA)

Association of Environmental Professionals (AEP)

Urban Land Institute (ULI)

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**GAVIOTA, MARIPOSA REINA SITE-Facilities and Infrastructure Asset Assessment**

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Commission with the development of a water supply alternative to meet future increased demands through the year 2030 through conservation, recycled water, and renewable groundwater programs. Completed the San Joaquin Water Quality Improvement Project EIR including completion of Draft EIR sections, public hearings, response to comments, mitigation and the Final EIR. Provided environmental assistance on the Calaveras Dam Replacement Project including input to the schedule, scopes of work and fish feasibility studies in order to assist with acquiring project permits and agency approvals.

**NASA Ames Research Center West Coast Space Camp Feasibility Study, Moffett Field, California.** Project Manager. Managed the preparation of a planning and feasibility study to create a West Coast Space Camp. The study was completed for the development of a camp on the west coast and modeled after the successful space camps in Florida, Texas, and Virginia. Working in conjunction with NASA Headquarters in Washington, D.C., the project was established as a start-up camp in 6 months and ran for 10 years.

**Build Inc. & SF Recreation and Parks Department, India Basin Waterfront Mixed-use EIR, San Francisco, California.** *Build Inc. and San Francisco Recreation and Parks Department.* Project Director. Build Inc. and San Francisco Recreation and Parks Department proposed to redevelop parcels along the Bay. The project included privately and public owned parcels on 38 acres with residential, retail, commercial, office, research and development, lab/clinic, institutional, flex, and recreational uses. The project required regular coordination/approval from the Port to address jurisdictional land. Approval was gained from the San Francisco Bay Conservation and Development Commission (BCDC) on behalf of the Coastal Commission.

**Sacramento Commons Mixed Use Development EIR, Sacramento, California.** *Kennedy Wilson.* Project Director. Completed a complex EIR for approval of a highly controversial project located in the center of downtown Sacramento. Two mix-use options were analyzed: 1) Hotel Scenario - removing 206 apartments and developing a 320-room hotel, 1,422 units, and retail/support space at a 140 units/acre density; and 2) No Hotel Scenario - removing 206 existing apartments and developing 1,522 units and retail/support space at a 150 units/acre density. The major issues addressed in the EIR included the historic resources, traffic, population and housing, air quality and noise.

**800 Indiana Street Residential Development EIR, San Francisco, California.** *Avalon Bay.* Project Director. Prepared a focused EIR and Community Plan Exemption (CPE) for Avalon Bay with the City and County of San Francisco for the proposed 350-dwelling unit residential development in the Dogpatch neighborhood. The project demolished the existing San Francisco Opera Warehouse to develop six residential buildings separated by large courtyards. Environmental analysis was focused on historic resources, traffic, noise, and air quality issues. The project has been built as planned.

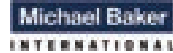
**Transbay Terminal Replacement Program Supplemental EIS-EIR, San Francisco, California.** *Joint Powers Authority.* Project Manager. Completed supplemental analysis for the modified components to the Transbay Terminal Phase 2, which included changes near the terminal and along the downtown rail extension route. Also worked on the program management and previous environmental documents to gain NEPA and CEQA approvals which included numerous addendums. The program includes rail component to accommodate Caltrain commuter rail service and the planned California High Speed Train that would terminate at the Transbay multi-modal terminal.

QAQC MANAGER / HAZARDOUS MATERIALS

# Kristen T. Bogue



*Ms. Bogue is a senior project manager and assists in the preparation of environmental and planning studies, with a focus on due diligence planning activities. Ms. Bogue has experience in the research, analysis, and writing of CEQA/NEPA documentation. Ms. Bogue's Project Management background includes a variety of projects involving mixed-use, hotel/resort, residential, commercial, redevelopment, infrastructure, and industrial uses for both public and private sector clients. In addition to being a CEQA/NEPA generalist, she specializes in the preparation of hazardous materials studies and visual analysis services. Ms. Bogue has prepared numerous hazardous materials related studies, including Phase I Environmental Site Assessments, Phase I Initial Site Assessments for Caltrans, Preliminary Hazardous Materials Assessments pursuant to CEQA, and Environmental Baseline Surveys for the Department of the Navy. Additionally, she is involved with Visual Impact Assessments in conformance with appropriate agency standards, including the Federal Highway Administration "Visual Impact Assessment (VIA) for Highway Projects," United States Bureau of Land Management guidelines, and California Energy Commission guidelines. Other visual services Ms. Bogue has prepared include photosimulations, shade/shadow studies, viewshed mapping, and light and glare studies. As a specialist in these specific environmental topic areas, Ms. Bogue has extensive experience with projects involving sensitive planning and environmental issues including aesthetics/light and glare, shade/shadow, and hazards and hazardous materials considerations.*



## *Years with Michael Baker*

18

## *Years of Experience*

18

## *Education*

B.A., 2005, Environmental Analysis and Design, University of California, Irvine

## *Licenses/Certifications*

2.13.1 Hazardous Materials Initial Site Assessment, Texas, 2015

## *Professional Affiliations*

Association of Environmental Professionals (AEP)

ASTM International (ASTM)

## RELEVANT EXPERIENCE

**Cuyama Solar Array, Santa Barbara County, California.** Responsible for preparing the Visual Impact Assessment for the CEQA compliance documentation for the proposed solar array project. The project would development 32, 1.26 megawatt (MW) solar arrays arranged in a grid pattern over the site and would use thin-film photovoltaic (PV) modules. The power generated by the project would transform into 70 kilovolts (kV). The project's generated power would via a three-mile generation tie-line to an existing 70 kV transmission line. The visual analyses included photo simulations from selected Key View Locations, consideration of the change in character/quality with the surrounding landscape, an analysis of the proposed generation tie line, and a daytime glare analysis.

**Solar Highways Pilot Project, Santa Clara County, California.** Responsible for preparing the Visual Impact Assessment for the CEQA compliance documentation for a solar pilot project at seven interchanges located along S.R. 101 (S.R. 101) in Santa Clara County. The proposed project would install and maintain flat-plate solar panels within operating State right-of-way (ROW). The tilt of the flat-plate PV solar arrays would be approximately 25 degrees (°), with a relative orientation of 200° (20° west of south) and a maximum height of 11 feet. The visual analyses included a Key View analysis, consideration of the change in character/quality

at each of the seven intersections, and a detailed daytime glare analysis (particularly concerning glare impacts onto drivers traveling along S.R. 101).

**Rabbit Springs Solar Array, San Bernardino County, California.** *First Solar Electric, LLC.* Project Coordinator. Assisted with the preparation of the Conditional Use Permit and General Plan Amendment Applications. Michael Baker prepared a land use application package for the Rabbit Springs Solar Array, a renewable energy project designed to produce electric power through the application of solar photovoltaic modules on 922 acres of vacant land. The project is expected to produce approximately 230,000 megawatt hours (MWh) of electricity in its first full operating year, or enough electricity to supply the annual daytime electricity needs of approximately 65,000 households.

**Alamitos Battery Energy Storage System Environmental Services, Long Beach, California.** *City of Long Beach.* Environmental Specialist. Provided visual analysis support services, including the selection of Key Views and assistance in the preparation of photosimulations. Michael Baker assisted the client with the preparation of an Initial Study/Mitigated Negative Declaration (IS/MND) and supporting technical analyses for the Alamitos Battery Energy Storage System (BESS) at the existing Alamitos Generating Station in Long Beach. The project included construction of a 300-megawatt battery energy storage facility consisting of three 50-foot-high buildings, similar in appearance to server farms, and constructed within the existing surface parking lot between existing Units 1 through 4 and the switchyard.

**Strawberry Peak Solar Array, California.** *First Solar Electric, LLC.* Environmental Specialist. Responsible as project coordinator for the development of the CUP Application. Michael Baker prepared the land use application package for the Strawberry Peak Solar Array, a renewable energy project that will produce electric power through the application of solar photovoltaic modules on 160 acres of vacant land located in rural southwestern San Bernardino County. The project is expected to produce approximately 35,000 megawatt hours (MWh) of electricity in its first full operating year, or enough electricity to supply the annual daytime electricity needs of approximately 10,000 households.

**Chick-fil-A 101 Fwy & turnpike Initial Study/Mitigated Negative Declaration.** County of Santa Barbara. Project Manager. Services as Project Manager and currently assisting Chick-fil-A, Inc. and County of Santa Barbara staff with preparation of the environmental documentation. The proposed project would involve the demolition of the existing on-site IHOP restaurant and the construction of a new one-story 2,627 gross square-foot Chick-fil-A restaurant with a two-lane drive-thru. The proposed restaurant would have a non-traditional layout with indoor areas for the employee ordering/register, kitchen, and service areas as well as open-air covered dining areas (66 seats).

**3700 Riverside Drive Mixed-Use Project Environmental Impact Report.** *City of Burbank.* Senior Environmental Scientist. Served as Interim Project Manager and assisted in the preparation of the environmental documentation. Michael Baker assisted the City of Burbank with preparing an EIR for the 3700 Riverside Drive Mixed-Use Project. The project site is currently developed with an existing carwash and pylon sign near the intersection of Riverside Drive and Hollywood Way that was deemed a historic resource eligible for listing under the National Register of Historic Places and California Register of Historical Resources. The project proposed to demolish the existing carwash and redevelop the site as a seven-story, 80,582-gross square foot mixed-use building, consisting of 49 condominium units, 2,141 square feet of ground-level commercial use, a rooftop amenities deck, and surface and subterranean parking. The existing pylon sign would be repurposed and relocated to a different location on-site. The project required approvals of a Development Review, Conditional Use Permit, Density Bonus Request, and Tentative Condominium Map.

## ENTITLEMENT PLANNER

# Tracey Raszewski



*Ms. Raszewski has over two decades of project management and land use planning experience. She has managed predevelopment and development activities, including plan processing, and permitting as well as entitlements by adhering to strong ethics, work standards, and effectively communicating project requirements. She has facilitated large scale developments ranging from 500 to 5,000 acres that require complex approvals and permitting to conform to local codes, policies, and regional and federal legislation. Ms. Raszewski enjoys working closely with agencies, developers, NGOs, and the public-at-large. She understands that even compliant project cannot be truly successful without informing and engaging the public and stakeholders to find balanced solutions to any potential conflicts. This philosophy helps reduce risk from challenges to approvals which may otherwise lead to litigation. Ms. Raszewski excels at predevelopment activities including technical reviews of development applications, entitlement planning, and participation in public outreach programs such as townhall meetings to address community concerns. Her goal is always to keep projects moving forward towards compliance and approval in a transparent process that engages and informs all parties.*



#### *Years with Michael Baker*

3.5

#### *Years of Experience*

27

#### *Education*

B.S., 2005, Business Management, University of Phoenix

#### *Licenses/Certifications*

Light Construction and Development Management, University of Irvine-Extension, California, 2010

## RELEVANT EXPERIENCE

**Antelope Valley Logistics Center, Los Angeles County, California.** *Northpoint.* Task Manager, Planner. The project includes a proposed 1,000,000 square foot building and supporting infrastructure which requires annexation into nearby water and wastewater purveyor which do not currently service the property. Michael Baker is preparing and managing the Annexation into the local water and wastewater purveyor through multiple agencies, including Los Angeles Local Agency Formation Commission, (LAFCO) in coordination with other necessary entitlements.

**I-605/Katella Interchange Improvements Project, Los Alamitos, California.** *Orange County Transportation Authority (OCTA).* Permit Technical Manager. Michael Baker is providing design and engineering services for improvements to the interchange at I-605 and Katella Avenue. This interstate serves as a major north-south highway, and Katella Avenue provides arterial access to residential, commercial, educational, and recreational destinations. With residents of Los Alamitos and the Rossmoor community requesting improvements that promote a "safer, smarter, and smoother" transportation system, this project fosters improved mobility for bicyclists and pedestrians and enhanced operations for automobile users on the state highway system. To this end, Michael Baker is providing plans, specifications, and estimates for widening Katella Avenue to provide standard land and shoulder/bike lane widths, improving bike lane and sidewalk connectivity, eliminating unconventional lane drops, providing dedicated right-turn lanes, and adding an optional exit lane to the northbound off-ramp to westbound Katella Avenue/Willow Street. The northbound on-ramp geometry is also being revised to make it more standard and provide safer freeway entry speeds.

**Lancaster East Side Overlay, City of Lancaster, Los Angeles County, California.** *City of Lancaster.* Task Manager, Planner. To encourage light industrial development within a specified boundary of the city, Michael Baker prepared an overlay consistent with the city's general plan, and zoning ordinance which included development standards that encouraged new development while respecting existing uses. Preparing the overlay included regular meetings with the city staff and the Michael Baker environmental team that prepared the Environmental Documents as part of the Overlay and Conditional Use Permits within the Overlay boundaries.

**Palmdale Technical Studies.** *City of Palmdale.* Senior Planner. As the senior planner for the Palmdale Technical Studies project, responsibilities included communication with the client ensuring the scope for services covered the client's needs and reviewing and delivering the technical studies. The studies were delivered on time and within budget. During the project it was discovered the client provided an inaccurate project boundary which unfortunately did necessitate an additional work authorization, (AWR). However, with organized project communication and documentation to refer back to, the client understood and quickly executed the AWR, which led to the revised reports being delivered within their original deadline and the client's allotted project funds.

**Lockheed Martin Aeronautics Plant 10 Specific Plan, Palmdale, Los Angeles County, California.** *Lockheed Martin Systems.* Project Manager. Responsible for managing the development and entitlement of a Specific Plan Amendment. Provide professional planning services for an update to Lockheed Martin's Specific Plan for a 520-acre site with over 3,000,000 square feet of office and industrial uses, located in Palmdale, CA. Michael Baker's plan will include existing conditions, allowable land uses, and development standards based on the client's current needs and future vision. Focus on infrastructure and compliance with city and state regulations, including the City's newly adopted General Plan Update are emphasized to ensure Staff's support going into the Planning Commission and City Council hearings.

**The Terraces At Walnut, City of Walnut, Los Angeles County, California.** *SunJoint Development, LLC.* Project Manager. A 45-acre, in-fill, mixed use project, requiring multiple entitlements, for the development of 17,000 square feet of Retail, 79 Townhomes and 211 Single Family Residences. Responsibilities include managing preconstruction activities through multiple agencies, including the City of Walnut and County of Los Angeles. Met regularly with agency staff to prepare for and present entitlements such as Site Plan Review, Amended Tentative Tract Map, Development Agreement and Specific Plan to Planning Commission and City Council for approval. Most recently management of the Terraces has included obtaining approvals for a Specific Plan Amendment to allow the development to change to a private gated community.

**Southern California Logistics Airport Specific Plan, (SCLA), Victorville, California.** *Stirling Enterprises, LLC.,* Senior Planner. SCLA Specific Plan area covers approximately 8,611 acres, of which 5,000 acres is designated for industrial and business park development and up to 29,723,000 square feet of industrial at build out over 25 years. Responsibilities included finalizing the SCLA Specific Plan update to support current market trends to attract development, while ensuring compliance with current regulations, and environmental impacts. Met with staff regularly and presented to Planning Commission and City Council for approval.



## COASTAL PLANNER

# Noelle A. Steele



*Ms. Steele provides hazard mitigation and vulnerability analysis services for clients across the Southern California region. Her experience includes both local and multijurisdictional hazard mitigation plans in compliance with CalOES and FEMA guidelines. Her skill set includes identifying community hazards, evaluating past mitigation measures to develop future mitigation policy, plan implementation and maintenance. Much of her project experience is within the coastal zone, with a unique familiarity in sea level rise planning policy. She is also experienced in developing hazard-focused and resiliency-based community engagement programs and is IAP2 Foundations trained. Ms. Steele's additional experience in public policy planning documents bolsters her hazard planning services, such general plan updates (safety elements) and specific plans. She frequently contributes to both construction and program level environmental documentation, including both IS/MNDs and EIRs. She also is involved with the preparation of hazardous material assessments, including Phase I ESAs/ISAs and other preliminary hazardous material assessments in compliance with CEQA.*

## RELEVANT EXPERIENCE

**Avalon Local Coastal Program Update.** *City of Avalon.* Project Manager. Managed the preparation of a Coastal Hazards – Land Use Plan update, to incorporate coastal adaptation measures in response to sea level rise and sea level rise policy. Incorporated recommendations from the sea level rise vulnerability assessment and coastal adaptation reports prepared by Moffat & Nichol. Updated graphics and exhibits to "modernize" the existing LUP. Implemented community outreach program and assisted City with grant funding strategy for future work efforts.

**Huntington Beach Comprehensive Local Coastal Program Update, Huntington Beach, California.** *City of Huntington Beach.* Senior Planner. Responsible for updating the Huntington Beach Local Coastal Program to comply with California Coastal Commission guidance regarding sea level rise. Updated the vulnerability assessment, Coastal Resiliency Plan and Coastal Element. Michael Baker prepared a comprehensive update to the City of Huntington Beach Local Coastal Program (LCP). In a collaborative partnership, Michael Baker led the planning and policy updates as the prime consultant while Moffatt & Nichol supported on sea level rise modeling and vulnerability assessment. Sea level rise and climate change impacts on Huntington Beach low-lying infrastructure, high groundwater tables, and environmentally significant resources are key factors to consider in the LCP update process. For the project, Michael Baker provided updates to the plan and provided community outreach services.



### Years with Michael Baker

9

### Years of Experience

9

### Education

M.U.P., 2020, Urban Planning and Development, University of Southern California

B.A., 2014, Environmental Studies/Environmental Planning, University of California, Santa Barbara

### Professional Affiliations

American Planning Association (APA)

Commercial Real Estate Development Association (NAIOP)

Urban Land Institute (ULI)

**Seal Beach LCP Update.** *City of Seal Beach.* Planner. Responsible for documenting baseline conditions for environmentally sensitive habitat areas (ESHA), existing land uses, low-cost visitor serving accommodations, and beach access/public use. Responsible for planning and coordinating community outreach efforts regarding the local coastal program update. Responsible for coordination with the Coastal Commission, updating the Coastal Land Use Plan and Implementation Plan to incorporate policies regarding sea level rise, hazard mitigation, and low-cost visitor serving accommodations. Identified vulnerabilities in Seal Beach and incorporate appropriate sea level rise policies, in accordance with Coastal Commission guidance.

**Pacific Coast Highway Median Channelization, Malibu, California.** *City of Malibu.* Environmental Permit Coordinator. Prepared the Coastal Development Permit application for the Median Channelization Project, in coordination with the California Coastal commission guidance and regulations. Wrote the alternatives analysis to ensure the proposed project is the least environmentally damaging option and ensuring compliance with the California Coastal Act. Ensured that on-street parking would remain in place to allow for maximum coastal access, while maintaining vehicular and bicycle safety. Michael Baker is preparing the design and environmental documents for the Pacific Coast Highway (PCH) Median Channelization project between Webb Way and Puerco Canyon Road, approximately two miles within Malibu city limits. Michael Baker's scope of work includes the project initiation document (PID), project approval and environmental documentation (PA/ED), PS&E, and construction support under Caltrans District 7 oversight.

**Rolling Hills Estates General Plan Update, Rolling Hills Estates, California.** *City of Rolling Hills Estates.* Planner. Responsible for policy updates and presentation preparation for community outreach. Michael Baker is updating the general plan for the city of Rolling Hills Estates, ensuring that it reflects the City's vision of tomorrow and includes a strong focus on enhancing sustainability, complying with changes in state law, and improving the plan's usefulness. The general plan is focused and organized around "placemaking" and sustainability, while maintaining the guiding principles needed to preserve the unique character and identity of Rolling Hills Estates and the neighborhood areas that make up the community.

**Community Plans Continuum Project, San Bernardino County, California.** *San Bernardino County.* Environmental Associate. Conducted community research on all 26 unincorporated communities; wrote and performed QA/QC on community profiles used during the public outreach process; conducted public outreach in Wrightwood, Oro Grande, El Mirage and Oak Hills; wrote public outreach meeting summaries; wrote community capacity, land use, health and economic development related goals, objectives, and action plans for Muscoy, Phelan Pinon Hills, Helendale, Lake Arrowhead and Crestline. As part of the countywide planning process for the largest county in the U.S., Michael Baker is guiding the development of community plans for 26 unincorporated communities. The plans are strategic in nature and address each community's direction and vision, aligning them with the overall Countywide Vision. Communities range from the San Bernardino Mountains to the Mojave Desert. The project includes intensive immersion weeks where multiple facilitations teams are immersed in each community conducting collaborative public workshops. Six group project managers are assigned a number of the 26 plans and are responsible for utilizing technical team experts to facilitate community capacity building, infrastructure and transportation, land use and urban design, environmental and resiliency, housing, and finance to help develop goals, objectives, and action plans to address the issues and needs of each community.

## PROJECT MANAGER

# Michael P. Yaffe, P.P., GISP, ENV SP



*Mr. Yaffe is an accomplished Community Planner and Geographic Information Systems (GIS) Professional. As a planner and GIS professional, he believes in purpose driven environmentally sensitive design to create places that engage people, nurture community, and enhance urban life. Currently, his focus is on resiliency planning, risk and vulnerability assessment, and hazard mitigation planning.*

*He served as Project Manager on the New Jersey State Hazard Mitigation Plan and is currently Project Manager assisting DEP update the State's first Climate Change Resilience Strategy and Coastal Resilience Plan. His work as a Senior Fellow at Rutgers University was featured on NPR and NBC News and focused on teaching an urban design studio on resilient design and rebuilding Sea Bright Borough, New Jersey after the devastation of Superstorm Sandy.*

## RELEVANT EXPERIENCE

**Community Engagement and Risk Communications (CERC), Nationwide, United States.** *FEMA.* Team Member. Responsible for developing messaging and materials to support the FEMA Region II Planning Team and promoting the development of high-quality training products for flood risk products. Michael Baker is a member of the national Community Engagement and Risk Communication team for the Risk Mapping, Assessment, and Planning program. Michael Baker's services include hazard mitigation planning, community outreach, preparation and dissemination of outreach materials, and development and delivery of training for stakeholders. Michael Baker serves as the managing partner of Resilience Action Partners, the Federal Emergency Management Agency (FEMA) national Community Engagement and Risk Communication team for the Risk Mapping, Assessment, and Planning (Risk MAP) program. Resilience Action Partners combined technical and communications expertise to change how FEMA engages with its customers, drive action, and build a strong foundation for a mitigation movement. Our team has partnered with FEMA to build an engagement and planning program that has driven behavior changes and catalyzed communities to take ownership in risk awareness and reduction. Michael Baker's services include hazard mitigation planning, community outreach, preparation and dissemination of outreach materials, and development and delivery of training for stakeholders.

**Community Engagement and Risk Communication.** *FEMA.* Team Member. Responsible for developing messaging and materials to support the FEMA Region II Planning Team and promoting the development of high-quality training products for flood risk products. Michael Baker is a member of the national Community Engagement and Risk Communication team for the Risk Mapping, Assessment, and Planning program.



### Years with Michael Baker

6

### Years of Experience

16

### Education

M.C.R.P., 2013, City and Regional Planning, Rutgers University

B.S., 2007, Environmental Planning and GIS, Rutgers University

### Licenses/Certifications

Certified GIS Professional, 2012, 17910

Envision Sustainability Professional, 2020, #38245

Professional Planner, New Jersey, 2018, 33LI00638100

### Professional Affiliations

American Planning Association (APA)

Geographic Information Science Certification Institute (GISP)

Michael Baker's services include hazard mitigation planning, community outreach, preparation and dissemination of outreach materials, and development and delivery of training for stakeholders.

**Monmouth County Resiliency Plan, Monmouth County, New Jersey.** *Monmouth County.* Team Member. Performed engineering and planning services for the preparation of a Coastal Resilience Planning Study as a follow-up to the Joint Land-Use Study for Naval Weapons System (NWS) Earle. Developing the study entailed cooperative, strategic planning among the Bayshore municipalities to identify potential sites and projects that would support new coastal resilience measures. Michael Baker created an online, GIS-based site-selection tool through a quantitative, weighted overlay analysis. The analysis identified opportunities and constraints between potential project sites using current and projected conditions. Overlay maps of constraints and opportunities were developed using a rating system that was based on values and weights assigned by a Technical Advisory Committee (TAC). Working with the TAC and the county, Michael Baker selected 10-12 final preferred sites, developed concept plans, and identified potential funding sources. Michael Baker provided planning services to prepare the Raritan/Sandy Hook Coastal Resilience Planning Study as a follow-up to the Joint Land Use Study for Naval Weapons System (NWS) Earle. Planning included a community-driven, cooperative, strategic process among the surrounding Bayshore municipalities to identify potential sites and projects that support new coastal resilience measures.

**CMF-003 WO#12 - Expansion RRP.** *New Jersey Department of Environmental Protection (DEP).* Project Manager. Assisting NJDEP through an expansion of Resilient NJ to create New Jersey's first Climate Change Resilience Strategy and Coastal Resilience Plan. As required through Executive Order 89, the State's Chief Resilience Officer, with the support of the Interagency Council on Climate Resilience, will deliver to the Governor a Statewide Climate Change Resilience Strategy and Coastal Resilience Plan to promote the long-term mitigation, adaptation, and resilience of New Jersey's economy, communities, infrastructure, and natural resources throughout the State. Michael Baker is also advising the Chief Resiliency Officer on policy, strategy, branding, and graphic communication of the Climate Change Resilience Strategy.

**New Jersey Emergency Operations and Hazard Mitigation Plan Development, Statewide, New Jersey.** *New Jersey Department of Treasury.* Project Manager. Deputy Project Manager. Provided project administration, research, and GIS and planning analysis required to update the State All-Hazard Mitigation Plan (State HMP). Michael Baker is providing planning and comprehensive hazard mitigation services to the New Jersey Office of Emergency Management to update the New Jersey State Hazard Mitigation Plan (SHMP). The SHMP outlines a strategy to reduce risks from hazards and prioritizes future project funding for mitigation projects across New Jersey. All states are required to have a Federal Emergency Management Agency (FEMA)-approved hazard mitigation plan to be eligible for disaster recovery funding. Michael Baker is leveraging its unique understanding of resiliency planning, design, and construction work happening in New Jersey to better incorporate updates to capabilities, mitigation actions, and funding sources, making the plan more comprehensive. For the project, Michael Baker is also providing GIS data collection and analysis, risk and vulnerability assessments, resiliency planning, and agency coordination.

## CEQA LEAD

# Alan Y. Ashimine



*Mr. Ashimine prepares environmental and planning studies for public and private sector clients under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). He has extensive experience in the research, analysis, and writing of environmental documentation for a variety of projects involving infrastructure, redevelopment, residential, and industrial uses. Using his broad background and understanding of environmental constraints, Mr. Ashimine provides defensible CEQA/NEPA compliance review and environmental documentation. He uses the skills developed in each of his specialized disciplines to prepare and process environmental documents for a diverse range of projects and land uses.*

*Mr. Ashimine uses his experience to manage and author environmental documentation, often incorporating the results of complex technical documentation to substantiate conclusions within the document. Mr. Ashimine has also successfully prepared environmental documentation for a range of highly controversial projects subject to scrutiny by the general public, environmental organizations, and public agencies. Using his broad background and understanding of environmental constraints, Mr. Ashimine provides detailed, legally sound CEQA/NEPA compliance review and environmental documentation.*

*Mr. Ashimine also has expertise related to processing environmental documentation for local and regional transportation projects. He has managed a range of highly technical CEQA/NEPA studies for locally funded roadways, Federally funded roadways through Caltrans Local Assistance, and projects on the State Highway System.*

## RELEVANT EXPERIENCE

**Alamitos Battery Energy Storage System Environmental Services, Long Beach, California.** *City of Long Beach.* Project Manager. Michael Baker assisted the client with the preparation of an Initial Study/Mitigated Negative Declaration (IS/MND) and supporting technical analyses for the Alamitos Battery Energy Storage System (BESS) at the existing Alamitos Generating Station in Long Beach. The project included construction of a 300-megawatt battery energy storage facility consisting of three 50-foot-high buildings, similar in appearance to server farms, and constructed within the existing surface parking lot between existing Units 1 through 4 and the switchyard.

**Southeast Coastal Redevelopment Plan Program EIR, Huntington Beach, California.** *RSG Inc. (Rosenow, Spevacek Group Inc.).* Project Coordinator. Responsible for project coordination. This Redevelopment Plan was a controversial 172-acre project that involved residential, industrial, commercial, and wetland



### Years with Michael Baker

23

### Years of Experience

23

### Education

B.A., 2000, Environmental Analysis and Design, University of California, Irvine

### Professional Affiliations

Association of Environmental Professionals (AEP)

National Association of Environmental Professionals (NAEP)

Orange County Association of Environmental Professionals (OCAEP)

Orange County Association of Environmental Professionals (OCAEP)

uses. Environmentally sensitive issues included noise, aesthetics, air, traffic, land use compatibility, housing, integrity of the wetlands, and hazardous materials. This EIR required a high level of sensitivity to community concerns and issues and incorporated an extensive public outreach program. Unique components of this project were a landfill on the California Superfund list, and a 500-megawatt power generating plant.

**Comprehensive Sewer Interceptor Master Plan for Victor Valley Wastewater Reclamation Authority (VWVRA), San Bernardino County, California.** *Victor Valley Wastewater Reclamation Authority.* Environmental Specialist. Managed the preparation of the environmental document. Michael Baker provided planning and engineering services to Victor Valley Wastewater Reclamation Authority (VWVRA) for several projects, including major expansion of its facilities and development of a comprehensive sewer interceptor master plan. Michael Baker conducted a service area flow projection and a condition assessment of each manhole in the entire Interceptor, supervised flow monitoring during both dry and rainy periods, and conducted a capacity analysis of the Interceptor which assessed both existing and future capacity under dry and wet weather conditions.

**Poseidon Seawater Desalination Project, Huntington Beach, California.** *City of Huntington Beach.* Project Coordinator. Responsible for environmental documentation and overall project coordination. Michael Baker completed the final environmental impact report (EIR) for a 50-million-gallons-per-day (mgd) seawater desalination facility to be sited adjacent to the AES Huntington Beach Generating Station. The project consisted of seawater intake pretreatment facilities, a seawater desalination plant using reverse osmosis technology, post-treatment facilities, product water storage, chemical storage, on- and off-site booster pumps, and 24- to 48-inch -diameter product water transmission pipelines up to 10 miles in length. Key short-term project issues included hydrology and water quality, air quality, noise, utilities, aesthetics, hazardous materials, traffic, and biological/cultural resources. The EIR analysis also included an in-depth examination of long-term impacts, including geological issues; marine water quality; air quality; impacts to public services and utilities; impacts regarding aesthetics, light, and glare; and hazardous materials impacts.

**Victor Valley Wastewater Reclamation Authority - Phase I Upgrades to the Regional Wastewater Reclamation Facility, Victorville, California.** *Victor Valley Wastewater Reclamation Authority.* Environmental Associate. Responsible for environmental documentation. Michael Baker prepared design reports to expand the facility's hydraulic and solids handling capacity; environmental review (CEQA); mitigation and monitoring plan; regulatory services; plans, specifications, and estimates; and engineering assistance and support during construction. The expansion included addition of grit clarifier, primary clarifiers, secondary clarifiers, anaerobic sludge digesters, sludge drying of beds, and miscellaneous associated facilities. The project was recognized as a critical component in maintaining adequate treatment capacity to keep up with the extraordinary growth in the Victorville, Apple Valley, and Hesperia areas of the Victor Valley.

**Seawater Desalination Project at Encina EIR, Carlsbad, California.** *San Diego County Water Authority.* Project Coordinator. Responsible for environmental documentation. Michael Baker prepared an environmental impact report (EIR) for a 50-million-gallon-per-day (MGD) seawater desalination facility to be sited adjacent to the Encina Power Station in Carlsbad, adjacent to the Pacific Ocean and highly sensitive Agua Hedionda Lagoon. The project included seawater intake pretreatment facilities, a seawater desalination plant using reverse osmosis (RO) technology, post-treatment facilities, product water storage, electrical substation, chemical storage, on- and off-site booster pumps, approximately 10 miles of 48- to 64-inch-diameter product water transmission pipelines, and modifications to the existing Tri-Agency Pipeline and Second Aqueduct. Michael Baker performed extensive modeling and analysis of ocean water quality; marine, coastal, and terrestrial biology; aesthetics; geology; utilities; land use; and hazardous materials.

## SENIOR BIOLOGIST

# Arthur Popp



*Arthur Popp's qualifications as a biologist and project manager include 27 plus years of experience as a botanist, aquatic ecologist, and wetland specialist. Mr. Popp has experience in conducting general vegetation surveys, focused surveys for sensitive plant species, aquatic bioassessments, and wetland determinations. He has assisted clients in understanding and complying with regulations that govern impacts to sensitive biological resources and provided options that may avoid or minimize such impacts, permitted the activities that propose impacts, and coordinated mitigation projects that satisfy both the client and regulatory agencies.*

*Mr. Popp's experience in the consulting field involves designing, conducting, and managing projects for private landowners, utility companies, municipalities, regulatory agencies, and non-profit resource conservation groups. He has served as project manager and led efforts on utility, transportation, and renewable resource development projects, and habitat restoration projects. He has overseen projects from field surveys and technical reports through the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) processes.*



## Years with Michael Baker

1

## Years of Experience

27

## Education

M.S., 1993, Biology/Ecology,  
University of Nebraska

B.S., 1991, Biology, Nebraska  
Wesleyan University

## Trainings/Accreditations

California Rapid Assessment  
Methodology (CRAM). Riverine  
and Estuarine Modules

## RELEVANT EXPERIENCE

**Los Angeles Department of Water and Power (LADWP), Silver Lake Reservoir Complex Biological Surveys, Los Angeles, CA.** Project Manager for nesting bird surveys and biological monitoring efforts during construction and maintenance activities at the Silver Lake Reservoir Complex. Survey and monitoring efforts are focused on a great blue heron rookery within the complex. Conducted surveys for great blue heron and other nesting birds, monitored great blue heron nests during construction, prepared monthly monitoring reports, and coordinated other biological monitors. Also lead team of biologists that conducted bat surveys and turtle trapping in the complex, and prepared "white papers" for DWP Public Affairs staff regarding the use of the complex by herons after draining of the reservoir in 2017, use of the complex by coyotes, and use of the complex and surrounding neighborhood of water birds.

**LADWP, Clean Grids, Los Angeles, CA.** As senior biologist conducted field surveys in 2020 of nine transmission lines within the City of Los Angeles proposed for upgrades under the Clean Grids initiative. Documented existing conditions along the lines and potential project constraints. Transmission lines that were surveyed included lines traversing Griffith Park and other areas of the Santa Monica Mountains, as well as in urban areas in the San Fernando Valley. Information gathered was used to support CEQA documents proposed for preparation for individual transmission line upgrades.

**LADWP, Victory Pump Station Replacement Project, Los Angeles, CA.** As senior biologist conducted field surveys and prepared a Biological Resources Memorandum in support of preparation of a Mitigated Negative Declaration for the project.

**LADWP, City Trunk Line North, Los Angeles, CA.** As senior biologist conducted a field survey and prepared the biological resources section of an Initial Study prepared in compliance with CEQA. Also prepared a biological resources technical memorandum in support of LADWP efforts to obtain funding from the State Water Resources Control Board (SWRCB) Clean Water State Revolving Fund (SRF) for construction of the proposed water trunk line. Coordinated preparation of the report with LADWP and provided support during preparation of the SRF application package.

**LADWP, LA Groundwater Replenishment Project, Los Angeles, CA.** As senior biologist, conducted field surveys, prepared biological technical report, and assist with preparation of the biological resource section of the Environmental Impact Report being prepared for this groundwater recharge project. Proposed project includes construction of a water treatment plant and recycled water conveyance pipelines.

**Los Angeles County Public Works (Public Works), Big Dalton Dam Sluiceway Rehabilitation and Access Road Improvements Project, Glendora, CA.** As Project Manager, directed biologists during protocol surveys for rare plants, least Bell's vireo, southwestern willow flycatcher, western pond turtle, arroyo chub, and Santa Ana speckled dace surveys. Also coordinated pre-construction nesting bird and other wildlife surveys prior to project implementation. Prepared and/or reviewed protocol and pre-construction survey reports prior to submittal. Also lead preparation of a Species Protection, Monitoring, and Relocation Plan and Restoration Plan pursuant to a Lake and Streambed Alteration Agreement issued by CDFW for the project. Currently overseeing biological compliance monitoring pursuant to the LSAA and coordinating and preparing weekly monitoring summary updates.

**Public Works, The Old Road Over Santa Clara River and SPT Co. Bridge, Los Angeles County, CA.** As senior biologist conducted field surveys, and prepared Natural Environmental Study, Biological Assessment, and various technical reports in support of an Environmental Impact Report/Environmental Assessment prepared for the project. Also directed field surveys and coordinated with other team members.

**Public Works, Bouquet Canyon Creek Restoration Project, Los Angeles County, CA.** As Project Manager, prepared an Initial Study/Mitigated Negative Declaration (ISMND) for a stream restoration project in the Angeles National Forest. Led field surveys to document biological resources and participated in jurisdictional delineation and California Rapid Assessment Method (CRAM) field surveys. Prepared biological technical report and led team of technical specialists to prepare a Draft ISMND for the project. Also assisted in the preparation of Clean Water Act Section 404 and 401 permit applications and preparation of a CDFW Lake and Streambed Alteration Agreement for the project. Attended numerous stakeholder meetings and conducted various project management functions.



## SENIOR BIOLOGIST

# Ryan S. Winkleman, C.S.E.



*Mr. Winkleman, a senior wildlife biologist and project manager, has many years of experience in field and laboratory research, environmental data acquisition, construction monitoring, and regulatory compliance. His specific areas of expertise are in herpetological and ornithological ecology and identification. He has conducted field surveys and research for a wide range of transmission, solar, aqueduct, housing, and transportation projects, as well as for scientific research, to identify and inventory native species, including special-status species. He has experience and permits to conduct protocol surveys for several listed species. He is experienced in conducting resource impact assessments under California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) provisions. He has prepared various sections for CEQA and NEPA environmental documents, including environmental impact statements and environmental impact reports, biological technical reports, biological assessments for Section 7 (Endangered Species Act) consultation, biological monitoring reports, and biological survey reports. Mr. Winkleman is a recognized expert in southern California avifauna and serves as both a local data reviewer for the Cornell Lab of Ornithology's eBird database in Orange County as well as Orange County's quarterly report author for the national quarterly publication North American Birds, published by the American Birding Association.*

## RELEVANT EXPERIENCE

**FedEx Ground – Warehouse/Distribution/Logistics Center, Santa Maria, Santa Barbara County, California.** *Pacific Industrial/Scannell Properties.* Biologist. The project involved the construction of a 181,975 square foot warehouse/distribution/logistics facility for FedEx with support office and associated parking on a 15.3- acre site on a former golf course. Mr. Winkleman conducted several preliminary biological studies and provided associated technical reports, conducted a pre-construction biological survey and wrote the survey report, acted as lead biological monitor during construction with California red-legged frog known to occur on-site and California tiger salamander suspected of occurring on-site, conducted nest clearance surveys, wrote the project's biological assessment, coordinated consultations with USFWS and CDFW, and arranged mitigation for habitat losses with the local La Purisima Conservation Bank.



### Years with Michael Baker

6

### Years of Experience

18

### Education

Certificate, 2012, Field Ornithology, University of California, Riverside Extension

B.S., 2007, Ecology and Evolution, University of California, Irvine

### Licenses/Certifications

USFWS California Red-legged Frog Recovery Permit, California, 2019, TE - 88331A-2

CDFW Western Yellow-billed Cuckoo MOU, California, 2021

CDFW California Red-legged Frog Scientific Collecting Permit, California, 2023, S-182750017-19082-001

CDFW Coastal California Gnatcatcher Scientific Collecting Permit, California, 2023, S-182750017-19082-001

CDFW California Spotted Owl Scientific Collecting Permit, California, 2023, S-182750017-19082-001

CDFW Flat-tailed Horned Lizard Scientific Collecting Permit, California, 2023, S-182750017-19082-001

CDFW San Diego Cactus Wren Scientific Collecting Permit, California, 2023, S-182750017-19082-001

**Bellefield Solar Project EIR, Kern County, California.** *County of Kern.* Senior Biologist. Responsible for providing a third-party peer review of biological reports written by another firm and assisting in the development of the Biological Resources section of the Environmental Impact Report. Michael Baker provided environmental planning services for Kern County, preparing all California Environmental Quality Act (CEQA) compliance documents for construction, operation, and decommissioning of a solar photovoltaic power-generating facility and associated infrastructure necessary to generate up to 1,500 megawatts of renewable energy and 1,500 megawatt hours of energy storage capacity on approximately 8,371 acres of privately owned land at the western edge of the Mojave Desert. This includes 6,268 acres in unincorporated area and 2,102 acres in California City. Michael Baker was responsible for the preparation and distribution of a detailed initial study/notice of preparation for an environmental impact report (EIR) which outlined the scope of the EIR, the preparation and distribution of the Draft EIR, and the preparation and distribution of the Final EIR, with responses to comments on the Draft EIR. It also provided professional peer review of related technical studies, including air quality, biological resources, cultural resources, energy consumption, geology/soils, greenhouse gas emissions, hazardous substances and wastes, hydrology/drainage, noise, visual resources, and water supply assessment.

**Kudu Solar Environmental Impact Report, Kern County, California.** *County of Kern.* Senior Biologist. Responsible for providing a third-party peer review of biological reports written by another firm and assisting in the development of the Biological Resources section of the Environmental Impact Report. Michael Baker provided environmental planning services for Kern County, preparing all California Environmental Quality Act (CEQA) compliance documents for construction, operation, and decommissioning of a photovoltaic (PV) solar facility and associated infrastructure to generate up to 500 megawatts (MW) of renewable electrical energy and up to 600 MW of energy storage on approximately 1,955.13 acres of privately-owned land. The project was in the Fremont Valley, and the site included 673 acres in unincorporated area and 1,281 acres in the California City, north of the California City Municipal Airport. Michael Baker was responsible for the preparation and distribution of a detailed initial study/notice of preparation of an environmental impact report (EIR) which outlined the scope of the EIR, the preparation and distribution of the draft EIR, and the preparation and distribution of the final EIR, with responses to comments on the draft EIR. Michael Baker also provided professional peer review of related technical studies, including air quality, biological resources, cultural resources, energy consumption, geology/soils, greenhouse gas emissions, hazardous substances and wastes, hydrology/drainage, noise, visual resources, and water supply assessment.

**Aratina Solar EIR.** *County of Kern.* Biologist. Responsible for providing a third-party review of the existing biological reports that were provided by another firm to the client, as well as for researching and documenting any potential project issues with the state-threatened Swainson's Hawk.

**BigBeau Solar Project.** *EDF Renewable Energy.* Biologist. Led the first year of protocol Swainson's hawk surveys within the requisite five mile-buffer of a proposed solar development site and wrote the ensuing survey report, as well as assisted with the second year of surveys. Also assisted with writing and developing the project's Biological Technical Report.

**Lockhart Solar Two.** *Terra-Gen, LLC.* Senior Biologist. Responsible for conducting several general biological resources assessment surveys and multiple desert tortoise focused surveys in support of a master biological technical report. Wrote the biological technical report and two desert tortoise focused survey reports.

## STREAM/WETLANDS SPECIALIST

# April L. Nakagawa



*Ms. Nakagawa is a biologist and environmental regulatory specialist with experience in field biology, regulatory permitting, technical document preparation, and cultural resources management. Her fieldwork experience includes habitat assessments, general and focused biological surveys for sensitive plant and wildlife species, vegetation mapping, construction monitoring, and wetland and non-wetland jurisdictional delineations. April also has experience in technical document preparation including biological technical reports pursuant to CEQA, Determination of Biologically Equivalent or Superior Preservation Analysis reports pursuant to the Western Riverside County MSHCP, biological and regulatory constraints analyses, and jurisdictional delineation reports. She is also experienced in preparing and coordinating the processing of Approved Jurisdictional Determinations, CWA Section 404 permits, CWA Section 401 Water Quality Certifications, Waste Discharge Requirements pursuant to the Porter-Cologne Act, and Fish and Game Code Section 1602 Lake or Streambed Alteration Agreements.*

## RELEVANT EXPERIENCE

**Guadalupe River CRAM Field Assessment.** *Santa Clara Valley Water District.* Biologist. Responsibilities included conducting California Rapid Assessment Method (CRAM) assessments of wetlands throughout the Guadalupe River Watershed. Routinely coordinated with Santa Clara Valley Water District staff regarding access, assessment requirements, and results. Conducted assessments alongside client staff members and led assessment teams.

**Harbor Island Bridge Project, Newport Beach, California.** *Harbor Island Community Association.* Biologist. Responsibilities including conducting the project jurisdictional delineation and preparing the results report, and application preparation and processing coordination for the City of Newport Beach's Approval-in-Concept. Also prepared the Coastal Development Permit application for the California Coastal Commission, the 401 Water Quality Certification for the Regional Board, the Pre-Construction Notification for the Army Corps of Engineers, and the Bridge Project Initiation Request for Permit for the U.S. Coast Guard. Ongoing responsibilities include coordinating the processing of these regulatory permits and approvals. Michael Baker is providing design and engineering services to retrofit the structurally deficient Harbor Island Bridge. The bridge is vital to the island as it provides the only vehicle access to the mainland and supports essential water, sewer, power, and communications utilities. In a previous effort, Michael Baker prepared alternatives for retrofitting or replacing the structure, and the Harbor Island Community Association has opted to retrofit the bridge. For this project, Michael Baker is providing preliminary and final design, environmental permitting, and construction support services.



### Years with Michael Baker

2

### Years of Experience

7

### Education

M.S., 2015, Environmental Studies, California State University at Fullerton

B.A., 2013, Anthropology, California State University at Fullerton

### Licenses/Certifications

CRAM for Riverine Wetlands-Certified Practitioner, California, 2022

Wetland Delineator Certification Program, 2022

### Professional Affiliations

Association of Environmental Professionals (AEP)

## GAVIOTA, MARIPOSA REINA SITE-Facilities and Infrastructure Asset Assessment

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According to current seismic codes based on Michael Baker's past load-rating reports, the Harbor Island Bridge is structurally deficient, with the piles corroded, inadequately reinforced, and not at the required depth to resist seismic loads. In addition, the concrete pier caps supporting the superstructure are insufficiently reinforced. Michael Baker is preparing preliminary and final retrofit designs to strengthen the pile caps and provide new cast-in-drilled hole piles along the sides of the bridge and in line with the existing square piles at each pier location.

During the preliminary design, Michael Baker developed a strategy for retrofitting the bridge and prepared a comprehensive bridge study report, providing data collection, base mapping, utility research, field surveys, geotechnical considerations, and cost estimates. It is currently working with agencies to process the required permits, which include an environmental document, technical studies, and a Coastal Development Permit. By initiating the technical studies and permit applications early in the design process, Michael Baker is helping expedite permitting.

Following the final design, Michael Baker will provide construction support services. These services entail construction surveys and construction administration.

**HDR1\_SBCTA19-1002064.SANBAG** (*San Bernardino Associated Government*). Biologist. Responsible for preparing and coordinating regulatory permits for geotechnical work, including a Notice of Intent for the Regional Water Quality Control Board (Regional Board) to obtain a Notice of Applicability, and a Streambed Alteration Agreement Notification for the California Department of Fish and Wildlife (CDFW) to obtain a Final Streambed Alteration Agreement (SAA). Also responsible for preparing and coordinating regulatory permits for the main truck climbing lane construction project, including a Clean Water Act (CWA) Section 401 Water Quality Certification with the Regional Board, and a Final SAA with CDFW, in addition to coordinating with the Army Corps of Engineers to receive concurrence regarding coverage under Section 404 of the CWA. Michael Baker performed a noise study report to evaluate the noise impacts from the I-10 Eastbound Truck Climbing Lane Improvements project. As part of these services, it conducted 16 short-term noise measurements, one long-term noise measurement, and video traffic counts along the project site. Michael Baker also analyzed current noise levels at the site, future no-build noise levels, and future build noise levels with the Federal Highway Administration (FHWA) Traffic Noise Modeling. From this, it determined the project would result in noise levels approaching or exceeding allowable limits at 37 modeled receptor sites and analyzed nine potential barrier solutions.

**Orangewood Avenue Improvements Project, Anaheim, California.** *City of Anaheim*. Biologist. Responsible for assisting with the preparation and processing of regulatory permits. Responsibilities include the preparation of a Section 401 Water Quality Certification application (Regional Board) to the Regional Water Quality Control Board, a Section 404 Pre-Construction Notification and a Section 408 permit application to the U.S. Army Corps of Engineers, and an amendment request to the California Department of Fish and Wildlife (CDFW) for the project 1602 Streambed Alteration Agreement. Michael Baker is assisting the City of Anaheim with civil, structural, and environmental engineering services to improve Orangewood Avenue in the cities of Anaheim and Orange as part of the Revised Platinum Triangle Expansion Project. The project would widen a portion of Orangewood Avenue from a five-lane roadway to a six-lane divided facility with medians and utility infrastructure improvements consistent with the Platinum Triangle minimum widening standards. As part of the project, Michael Baker is preparing an Addendum to the Final Subsequent Environmental Impact Report No. 339 as well as providing agency coordination, bridge inspection, and structural plans, specifications, and estimates (PS&E) to widen the Orangewood Avenue Bridge.

## CULTURAL RESOURCES DEPARTMENT MANAGER

# Margo A. Nayyar



*Ms. Nayyar is a senior architectural historian with cultural management experience in California, Nevada, Arizona, Idaho, Texas, and Mississippi. Her experience includes built environment surveys, evaluation of historic-era resources using guidelines outlined in the National Register of Historic Places and the California Register of Historical Resources, and preparation of cultural resources technical studies pursuant to the California Environmental Quality Act (CEQA) and Section 106 of the National Historic Preservation Act (NHPA) including identification studies, finding of effect documents, memorandum of agreements, programmatic agreements, and Historic American Building Survey/Historic American Engineering Record/Historic American Landscape Survey HABS/HAER/HALS mitigation documentation. She prepares cultural resources environmental document sections for CEQA environmental documents including infill checklists, initial studies, and environmental impact reports (EIR), as well as National Environmental Policy Act (NEPA) environmental documents including environmental impact statements and environmental assessments. She also specializes in municipal preservation planning, historic preservation ordinance updates, Native American consultation, and provision of Certified Local Government (CLG) training. She develops Survey 123 and Esri Collector applications for large-scale historic resources surveys, and authors National Register nomination packets. Ms. Nayyar meets the Secretary of the Interior's Professional Qualification Standards for history and architectural history and manages a team of archaeologists, architectural historians, and paleontologists.*



## Years with Michael Baker

8

## Years of Experience

13

## Education

M.A., 2013, Public History, California State University at Sacramento

B.A., 2006, History, University of California, Santa Cruz

## Professional Affiliations

California Council for the Promotion of History

California Preservation Foundation

Preservation Sacramento

Sacramento Modern

Society of Architectural Historians (SAH)

## RELEVANT EXPERIENCE

**Bouquet Canyon, California.** *City of Santa Clarita.* Cultural Resources Specialist. In support of the EIR, completed a peer review of an applicant provided cultural resources report and authored the cultural resources chapter of the EIR including the existing conditions, ethnographic history, historic context, South Central Coastal Information Center records search findings, Native American consultation, and field survey findings, and analyzed impacts to historical resources, archaeological resources, and human remains. Because of the geoarchaeological sensitivity and known burials within the project area, developed mitigation measures for archaeological and native American monitoring programs and identification and avoidance of burials during construction to reduce impacts to less than significant. Michael Baker was responsible for master plan for development of 366 for-sale homes in 5 neighborhoods in a total development area of 84 acres. Includes detached and a variety of attached types of housing units, along with community infrastructure, recreation, landscaping, and lighting improvements. Project also includes construction of a new segment of Bouquet Canyon Road, as envisioned in the City's Circulation Element.

**Lancaster East Side Project Environmental Impact Report.** *City of Lancaster, California.* Task Manager. Responsible for managing the completion of the cultural and paleontological resources technical study completed for the project. The technical study included a records search, literature and map review, historical society consultation, sacred lands file search, AB52 consultation support, field survey of 480 acres, buried site and paleontological resources sensitivity analysis, archaeological site recordation and evaluation, and evaluation of one farm property for inclusion in the California Register of Historical Resources. The resources were found ineligible. The technical study included a project specific analysis of a Cannabis production area on 480 acres as well as a desktop constraints analysis of approximately 9,000 acres. An impacts analysis was provided as well as mitigation measures for project specific and future projects for both cultural and paleontological resources.

**S.R. 46 Environmental Assessment, Paso Robles, California.** *City of Paso Robles.* Cultural Resources Specialist. Delineated the archaeological and architectural APEs, conducted an architectural field survey, Central Coast Information Center records search, historical society consultation, archival research, Native American Heritage Commission Sacred Lands File search request, California Register and National Register evaluations of three built environment properties, and managed the completion of the HPSR, HRER, ASR, PA, and CRMP. No archaeological resources were identified within the archaeological APE. Three built environment resources were evaluated in support of the project, one of which was determined eligible by the State Historic Preservation Officer for listing in the National and California Registers. The City, in conjunction with Caltrans, as assigned by the FHWA, proposed the project. Michael Baker is providing environmental engineering services to assist with the preparation of an initial study/environmental assessment (IS/EA) for a proposed new interchange along S.R. 46 at Union Road. Michael Baker is preparing an IS/EA supported by a range of technical studies intended to substantiate the conclusions in the environmental document and provide mitigation measures for potentially adverse effects. Key issues associated with the environmental document include biological/historic resources, air quality, noise, and visual/aesthetic impacts.

**TO 02-Scattergood.** *Los Angeles Department of Water and Power.* Task Manager. Managed the completion of the cultural and paleontological resources study. The study included a South Central Coastal Information Center (SCCIC) records search; a literature, aerial photograph, and historical map review; and archaeological sensitivity assessment. These efforts were completed to determine whether the project could result in significant impacts to historical resources as described by Section 15064.5(b) of the California Environmental Quality Act (CEQA) Guidelines. In addition, Michael Baker International conducted archival research, including a records search at the Natural History Museum of Los Angeles County (NHMLAC), in order to determine whether the project could result in significant impacts to paleontological resources. The City of Los Angeles (City) proposed the Scattergood Generating Station (SGS) Units 1 and 2 Green Hydrogen-Ready Modernization Project (project). The project proposes to replace the generation from SGS Units 1 and 2.

**TO 03 - Headworks.** *Los Angeles Department of Water and Power.* Task Manager. Managed the completion of the cultural resources technical study completed for the project. The study included a South Central Coastal Information Center (SCCIC) records search; a literature, aerial photograph, and historical map review; and archaeological sensitivity assessment to determine whether the project could result in adverse effects to historic properties in accordance with Section 106 of the National Historic Preservation Act (NHPA) and CEQA. The Los Angeles Department of Water and Power (LADWP) proposed using monies provided by the California State Water Resources Control Board's Drinking Water State Revolving Fund for three projects at the Headworks facility: the Water Quality Laboratory, Direct Potable Reuse Demonstration Facility, and Headworks Park Projects.

SENIOR ARCHEOLOGIST -

# Marc A. Beherec, Ph.D., R.P.A.



*Dr. Marc Beherec is an archaeologist who has been involved in the field of cultural resources management for nearly twenty years. He has worked throughout California on projects within Federal and State regulatory frameworks and is experienced in the identification and analysis of both prehistoric and historic era artifacts. He has worked with a variety of local, state, and federal agencies within both federal and state frameworks, including the California State University, Long Beach (CSULB); University of California, Irvine; Los Angeles Bureau of Engineering; Los Angeles County Metropolitan Transit Authority; California Department of Transportation (Caltrans), the Federal Transit Authority, and the Federal Aviation Administration. He has overseen all phases of archaeological work, including Phase I cultural resources assessments for several clients to satisfy requirements of both the National Environmental Protection Act and the California Environmental Quality Act; Phase II eligibility testing for both the California Register of Historical Resources and the National Register of Historic Places; Phase III data recovery excavations; and archaeological construction monitoring. He also has extensive experience working with California's Native American community and assisting lead agencies in both Assembly Bill 52 and Section 106 consultation, and routinely assists agencies with State Historic Preservation Office consultation within the frameworks of Section 106 and California Public Resources Code 5024 and 5024.5. Dr. Beherec meets the Secretary of Interior Standards for Historic and Prehistoric Archaeology and is certified by the Register of Professional Archaeologists.*

## RELEVANT EXPERIENCE

**Chick-fil-A 101 Fwy and Turnpike Project, Santa Barbara County, California.** *Chick-fil-A.* Prepared the cultural resources study in support of the preparation of an Initial Study/Mitigated Negative Declaration to comply with CEQA as part of a commercial building demolition and construction project. Tasks included archival research at the Central California Information Center (CCIC); assisting Native American consultation; writing reports of findings.

**California State University, Long Beach Master Plan Update, Long Beach, California.** *California State University.* Prepared the archaeological resources impact report in support of the Master Plan EIR. The CSULB campus is particularly sensitive because of the presence on campus of the Puvunga Indian Village Historic District, which is an NRHP-listed historic district that is also a tribal cultural resource and includes an active



## Years with Michael Baker

2

## Years of Experience

22

## Education

Ph.D., 2011,  
Anthropology/Archaeology,  
University of California, San Diego

M.A., 2004,  
Anthropology/Archaeology,  
University of California, San Diego

B.A., 2000, Anthropology,  
University of Texas at Austin

## Licenses/Certifications

Registered Professional  
Archaeologist, California, 2012,  
989598

Certified Project Manager

Hazardous Waste Operations and  
Emergency Response, California,  
renewed 2023

Hazardous Waste Worker  
Supervisor Training, California,  
2013

Occupational Safety & Health  
Administration (OSHA)

## Professional Affiliations

Society for American Archaeology  
(SAA)

Society for California Archaeology

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**GAVIOTA, MARIPOSA REINA SITE-Facilities and Infrastructure Asset Assessment**

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ceremonial site. Additional archaeological sites, some potentially eligible for CRHR and NRHP listing, are also known throughout the campus. Conducted CHRIS archival research, research of archival material provided by CSULB, and published literature review; identified and evaluated potential significance of known sites based on literature review; prepared comprehensive report of campus archaeology; made treatment recommendations; and assisted in tribal and State Historic Preservation Office (SHPO) consultation.

**Long Beach Hillside Housing Project Extended Phase I Archaeological Study and Cultural Resources Monitoring and Discovery Plan, Long Beach, California.** *California State University.* Prepared the extended phase I archaeological resources impact report and monitoring and discovery plan in support of an EIR. The project is sensitive because work overlapped the mapped site boundary of CA-LAN-235, a contributing archaeological site to the Puvunga Indian Village Historic District, which is an NRHP-listed historic district that is also a tribal cultural resource and includes an active ceremonial site. Conducted CHRIS archival research and assisted in tribal and State Historic Preservation Office (SHPO) consultation. Conducted archaeological testing to determine the archaeological site boundaries and, with the input of tribal leaders and SHPO, prepared a plan for monitoring and discovery.

**Beacon Street Temporary Homeless Shelter Caltrans Documents.** *Los Angeles Bureau of Engineering.* Prepared Archaeological Survey Report (ASR) and Historic Properties Survey Report (HPSR) for the Beacon Street Temporary Housing Project, a City project on Caltrans property, to comply with CEQA and Section 106 of the National Historic Preservation Act (NHPA). Tasks included archival research including researching known sites at the South-Central Coastal Information Center (SCCIC) at California State University, Fullerton; conducting archaeological and built environment surveys; assessing archaeological sensitivity; writing reports of findings according to Caltrans specifications in compliance with the Standard Environmental Reference (SER).

**Active Transportation Program Caltrans Technical Documents.** *City of Los Angeles Bureau of Engineering.* Served as technical lead in the preparation of Archaeological Survey Reports (ASRs) and, as applicable, Finding of Effect (FOE), and Environmentally Sensitive Area Action Plan (ESA Action Plan) for four local assistance pedestrian safety improvement projects, including Little Tokyo, Hollywood High, Seridan, and Dolores Huerta/Quincy Jones Elementary School Active Transportation Projects (ATPs) to comply with Section 106 of the National Historic Preservation Act and Caltrans guidelines. Tasks included archival research including researching known sites at the South-Central Coastal Information Center (SCCIC) at California State University, Fullerton; conducting archaeological and built environment surveys; assessing finds for inclusion on the California Register of Historical Resources (CRHR) and the National Register of Historic Places (NRHP); writing reports of findings, including a Finding of Effect and mitigation recommendations.

**Interstate 405 Auxiliary Lanes Improvement Project (Artesia Boulevard to I-405/105 Separation), Los Angeles County, California.** *Los Angeles Metropolitan Transportation Authority.* Prepared the Caltrans-compliant Archaeological Survey Report for this interstate-widening project extending across unincorporated Los Angeles County and the Cities of Hawthorne, Lawndale, Redondo Beach, and Torrance to comply with CEQA and Section 106 of the National Historic Preservation Act. Tasks included archival research at the South-Central Coastal Information Center at California State University, Fullerton; conducting archaeological and built environment surveys; coordinating with Caltrans; assisting Native American consultation; writing reports of findings.



## OUTREACH PLANNER

# Surabhi Barbhaya, AICP, LEED AP



*Ms. Barbhaya is experienced in urban planning, urban design, and active transportation. She has worked on a spectrum of projects, including comprehensive planning, design guidelines, complete streets, bike master plans, trail and greenway planning, and pedestrian studies. Her urban planning background helps her take a holistic approach towards projects by integrating land use, transportation, and sustainable development to respond to demographic, market, economic, physical, and organizational forces. Her architecture and urban design background further add to this holistic approach by focusing on the project's aesthetic aspects via design guidelines. She firmly believes that a meaningful public engagement leads to ownership of the project by the community and uses her graphic skills to communicate ideas to the audience during the project's consensus-building phase. Many of her projects have won local and state APA and ASLA awards. She has lived and worked in several countries and brings her international experience to the projects. Ms. Barbhaya is also an active member of the planning community and is serving as a board member- Vice Director of Information for the American Planning Association of Orange County. She is also serving as an Advisory Board Member for the University of California Riverside Extension, Design Thinking Program.*

## RELEVANT EXPERIENCE

### **Lincoln Acres Park Expansion Public Involvement, San Diego County, California.**

*San Diego County.* Public Involvement Coordinator. Served as a public engagement lead to help with the expansion of the Lincoln Acres Park to a newly acquired parcel to the east. Michael Baker is assisting the San Diego County Parks and Recreation Department with the expansion of the Lincoln Acres Park into a newly acquired parcel. The area for the expansion is approximately 0.74 acres with frontage along a local road and includes walkways, shaded play areas, grass areas, an amphitheater, picnic tables, and an RV pad for an onsite volunteer. Michael Baker conducted three public engagement workshops: the first to listen to the community about its needs, the second a charrette for groups to comment on the two options prepared by Michael Baker, and the third an open house to present the final plan to the community.

**Rio Prado and Bonsall Parks Public Involvement, San Diego County, California.** *San Diego County.* Public Involvement Coordinator. Responsible for leading public engagement. Michael Baker assisted the San Diego County Parks and Recreation Department with the development of two parks, Rio Prado and Bonsall Park. Rio Prado is approximately 69 acres and Bonsall Park 62 acres. Michael Baker conducted a series of community workshops to develop park designs that fit the goals of the San Luis Rey River Master Plan. The first workshop listened to the community's needs and presented activity options for discussion. Options were



### *Years with Michael Baker*

5

### *Years of Experience*

19

### *Education*

M.C.P., 2005, Land Use Planning, University of Cincinnati

B.Arch., 1999, Architecture, Maharaja Sayajirao University of Baroda, India

### *Licenses/Certifications*

Certified Planner, Worldwide, 2008, 022061

LEED Accredited Professional, 2006

### *Professional Affiliations*

American Institute of Certified Planners (AICP)

American Planning Association (APA)

also presented in an online survey. Based on the results, Michael Baker developed an active and passive park option and final plans based on an additional survey.

**Imperial Beach Boulevard Improvements, Imperial Beach, California.** *City of Imperial Beach.* Public Involvement Coordinator. Served as the public engagement task manager. Michael Baker performed complete streets design services to help transform 1.6 miles of Imperial Beach Boulevard into a public space accessible to pedestrians, bicyclists, and transit and motor vehicles. As part of its services, Michael Baker conducted a mobility assessment that studied traffic volumes and speeds for each mode of travel, parking assessments along the corridor, utility coordination, topographic mapping, water quality design, and environmental support. Most notably, Michael Baker drew up plans to convert a cross section of roadway by the Tijuana Estuary into a pedestrian and bicycle boardwalk, which would connect to the Eco Bikeway and provide a link to the Bay Shore Bikeway at the San Diego Bay.

**SJC Housing Safety EJ Element.** *City of San Juan Capistrano.* Task Manager. Served as task manager for safety element update. Michael Baker is preparing a comprehensive set of revisions to the city's housing element and safety element and is preparing a new environmental justice element. The project involves a comprehensive public engagement plan in multiple languages, including special workshops and outreach to areas of concentrated needs and coordination with community-based organizations to promote fair housing and environmental justice. The safety element focuses on natural and man-made hazards and includes policies addressing health crises and crime prevention through urban design. Multiple consultation sessions were conducted with the California Department of Forestry and Fire Protection (Cal Fire) since parts of city are in a very high fire hazard zone.

**CSU Long Beach Master Plan Update, Long Beach, California.** *The California State University.* Public Engagement Specialist. Served as public engagement lead for the project. Michael Baker is conducting a cultural resources assessment to identify potential impacts to archaeological and paleontological resources in compliance with the California Environmental Quality Act (CEQA) resulting from the proposed California State University Long Beach (CSULB) Master Plan Update. To complete the cultural resources assessment, Michael Baker is conducting a South Central Coastal Information Center and Natural History Museum of Los Angeles County records search, literature and historic map review, and historical society consultation to identify known cultural resources within the plan area. Findings will be documented in the report along with a detailed project description, regulatory framework; geologic, prehistoric, and historic contexts, and detailed impacts analysis of dozens of historical resources within the plan area. The report's findings will be incorporated into the environmental impact report (EIR) planned for the project.

**South Lane Park Master Plan.** *San Diego County.* Public Engagement Specialist. Served as a public engagement lead for the project. The project evaluated the feasibility of adding active recreation facilities to the park and to develop a concept master plan. Outreach involved three public workshops and online surveys to explore the possibility of using the project site for active recreation opportunities, identify suitable programming options to create conceptual master plan options, and draft a final plan. The workshops were organized online via zoom due to COVID-19.

## GIS SPECIALIST

# Jonathan Perez



*Mr. Perez has extensive experience in GIS data collection, conversion, editing, mapping, and programming. He has worked with clients in the private sector as well as with the Federal Government and the military on high profile GIS projects. Fluent in Spanish, Mr. Perez has worked successfully on large-scale GIS projects internationally. He has experience with various programming languages such as Java, Python, JavaScript, SQL, HTML, and CSS. He works with all Esri products including ArcGIS Pro, ArcGIS Online, and Story Maps, and has experience with Adobe products such as Photoshop, Illustrator, and Lightroom.*

## RELEVANT EXPERIENCE

**Inland Branch 2020 Fire Emergency Clean-Up Response Program, Northern California.** *CalRecycle.* GIS Team Lead. In response to the wildfires which swept across California in late summer through early autumn 2020, Michael Baker's staff provided support for the CalRecycle/CalOES 2020 Consolidated Debris and Hazard Tree Removal Program. During this time the GIS team supported the program by developing different tools and workflows to automate and streamline the reporting process. The GIS team developed a unique approach to inventorying resources such that they would auto-populate Cal OES's data management tool (Smartsheet) via ArcGIS Survey 123. Also, in coordination with CalRecycle's planning team, the GIS team developed an internal Inland Branch debris removal program status dashboard which allowed team members to view real time status of properties as field crews completed assessment and monitoring activities. Furthermore, the team created a data collection environment using the ArcGIS Field Maps mobile application which enabled our environmental and cultural resources teams to view and collect data in real time as well as offline.

**Caldor Fire Recovery Project, El Dorado County, California.** *Sequoia Ecological Consulting, Inc.* GIS Team Lead. Michael Baker provided a comprehensive data management system in support of the Caldor Fire Recovery project in El Dorado County, California. As part of the system, the team deployed multiple ArcGIS Survey 123 Forms for the Biology, Cultural Resources, and Registered Forester teams. Each team used these forms to collect and map information for each property that was being visited in the field and the data collected was stored in ArcGIS Online. The team developed a custom python script that enabled the syncing of data between ArcGIS Online and Smartsheet which was being used to track the status of each property within the project area. Our team deployed Smartsheet as an easy to use data management tool that could track project status, special circumstances within each property, and documentation. Having the data being collected in the field sync and automatically display in Smartsheet allows for faster and more efficient decision making. The team also created a robust dashboard showing different metrics for the project. This tool enabled the team to visually see progress and could be used for reporting as well as sharing with the public. Lastly, the



*Years with Michael Baker*  
13

*Years of Experience*  
20

### Education

Certificate, 2002, Topographic Analyst, National Geospatial Intelligence School

Certificate, 2000, Photography, A-1 Business & Technical College

Coursework, Computer and Information Technology, American Military University

### Professional Affiliations

Urban and Regional Information Systems Association (URISA)

## GAVIOTA, MARIPOSA REINA SITE-Facilities and Infrastructure Asset Assessment

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team also deployed a data collection environment using ArcGIS field maps. This was specifically used by our cultural resources group who leveraged the ease of use of the application by using a tablet and GNSS receiver which allowed for 2 ft accuracy of resources collected in the field.

**Environmental Consulting, University of California, Irvine, California.** *University of California Irvine.* GIT Specialist. Provided mapping of the project area, area of potential effects, and other environmental areas. Michael Baker is supporting the client by conducting construction monitoring services. During construction monitoring, important fossil discoveries were made, and Michael Baker is helping to ensure data collection for these discoveries is handled safely and efficiently. This requires continuous coordination with tribes, the University of California (UCI), and the construction contractor.

**Environmental Initial Study and Parking Analysis.** *City of Downey.* GIT Specialist. Responsibilities included providing mapping to prepare standard figures used for cultural resources reports which include a regional vicinity, project vicinity, and project area map.

**Green Trucking Facility and Container Project, Long Beach, California.** *City of Long Beach.* GIT Specialist. Responsibilities included providing mapping to prepare standard figures used for cultural resources reports which include a regional vicinity, project vicinity, and project area map. In support of the Green Trucking Facility and Container Project, Michael Baker completed research to determine whether the project could result in significant impacts, as defined by California Environmental Quality Act (CEQA) Section 15064.5, to historical and archaeological resources. Research efforts included a South-Central Coastal Information Center (SCCIC) records search; literature review, historical map, and aerial photo review; local historical group consultation; an archaeological buried site sensitivity analysis; a pedestrian survey; and California Register of Historical Resources (CRHR) evaluation of the Golden State Woolen Mills Factory.

**NAS Lemoore Elec Safety Assess.** *NAVFAC Southwest.* GIT Specialist. GIS Specialist. This project involves a full assessment of the electrical system including current asset condition and safety concerns, in addition to electrical modeling using SKM software. Our team set up a data collection environment using ArcGIS Field Maps and used mapping grade GPS units combined with mobile tablets to collect field data. The team performed quality assurance on all data to ensure conformance with the NDM (Naval Data Model) and that it complies with SDSFIE data standards. The team also performed an analysis of existing GIS data against NAVFAC's Maximo database to rectify and update the installation's asset list.

**Cultural Resources Management Plan, Paso Robles, California.** *City of Paso Robles.* GIT Specialist. Responsibilities included providing mapping to prepare standard figures used for cultural resources reports which include a regional vicinity, project vicinity, and project area map. Michael Baker prepared a cultural resources management plan and programmatic agreement for unknown resources that the Union Road/State Route 46 East Intersection Alignment Project may affect. The plan provided an ethnographic, prehistoric, and historic period context statement, a discussion of potential resource types within the area of potential effects (APE), a research design with research questions required to evaluate archaeological resources, and steps to take to complete the phased Section 106 approach for the project. The project has been reviewed and approved by Caltrans CSO and State Historic Preservation Offices (SHPO.) SHPO concurred with the building evaluations, phased Section 106 approach, and finding of effect for the project.

GIS ANALYST

# Ryan J. Phaneuf, sUAS, CERPIT



*Mr. Phaneuf is an Environmental Associate with knowledge of a variety of southern California species, including flora and fauna. He is experienced in field work and data collection, monitoring for restoration and mitigation sites, and conducting biological surveys for a diverse range of project types. In addition to conducting field-based surveys and monitoring, Mr. Phaneuf's experience includes GIS mapping for applications including jurisdictional delineations, CRAM assessments, vegetation surveys, and construction monitoring. Mr. Phaneuf is also a Part 107 Certified Remote Pilot, with experience flying sUAS (drones) for monitoring projects and aerial imagery collection.*

## RELEVANT EXPERIENCE

**Lockhart Solar Project.** *Terra-Gen, LLC.* GIT Analyst. Responsible for production of GIS maps and data for Biological and Jurisdictional Delineation Reports, included as part of the technical studies needed for the project. GIS data created included jurisdictional resources polygons, vegetation mapping, and other related natural resources data.

**Seal Beach LCP Update.** *City of Seal Beach.* GIT Analyst. Responsibilities included creating multiple GIS exhibits focusing on the Coastal Zone within the City of Seal Beach. Exhibits depicted land use and planning, zoning, and many other subjects related to the City's general plan and Local Coastal Program.

**General Plan and Local Coastal Program Update, Carlsbad, California.** *City of Carlsbad.* GIT Analyst. Responsibilities included creating multiple GIS exhibits focusing on the Coastal Zone within the City of Carlsbad. Exhibits depicted land use and planning, zoning, and many other subjects related to the City's general plan and Local Coastal Program. Michael Baker provided engineering and planning services to preparing the first comprehensive revision of the City of Carlsbad Zoning Ordinance since it was first adopted in the 1950s. The project implemented the 2015 General Plan Update and the revised Local Coastal Program and involved a full reorganization of the code consistent with best practices, including the consolidation and streamlining of much of the redundant provisions, new and amended definitions including graphics, and substantial reformatting to make the code user-friendly and easy to navigate. Michael Baker also produced a coastline vulnerability study for the city that identifies coastal areas most susceptible to sea-level rise and provides adaptation strategies for mitigation.

**Environmental Consulting, University of California, Irvine, California.** *University of California Irvine.* GIT Analyst. Responsible for production of GIS maps and data for Biological Reports, included as part of the



*Years with Michael Baker*

6

*Years of Experience*

7

*Education*

B.S., 2016, Environmental Science, Biola University

A.A., 2014, Liberal Studies, Saddleback College

*Licenses/Certifications*

Certified Ecological Restoration Practitioner-in-T, California, 2017, 0130

Part 107 sUAS Remote Pilot Certificate, California, 2018, 4127079

Certified Associate Ecologist, California, 2021

*Professional Affiliations*

California Native Plant Society (CNPS)

Ecological Society of America (ESA)

Society for Ecological Restoration (SER)

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**GAVIOTA, MARIPOSA REINA SITE-Facilities and Infrastructure Asset Assessment**

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technical studies needed for the project. GIS data created included jurisdictional resources polygons, vegetation mapping, and other related natural resources data including soils, CNDDDB occurrences, and critical habitat. Michael Baker is supporting the client by conducting construction monitoring services. During construction monitoring, important fossil discoveries were made, and Michael Baker is helping to ensure data collection for these discoveries is handled safely and efficiently. This requires continuous coordination with tribes, the University of California (UCI), and the construction contractor.

**Caltrans Storm Drain System Inventory Development, California.** *CALTRANS*. GIT Analyst. Responsible for QA/QC editing of spatial data collected for the SDSI project. GIT applications included use of ArcMap to georeferenced as-built plans, as well as to QA/QC SDSI data by verifying attributes and topology. Additional responsibilities included field support, gathering spatial data and photo documentation along Southern California highways. Michael Baker provided professional and technical services to the California Department of Transportation to identify stormwater discharge points and best management practices. It reviewed as-builts and corridor studies, developed a unique surveying application, and used GIS technology to create the Storm Drain System Inventory. This project covered all urban areas subject to NPDES Phase II stormwater regulation.

**Laguna Creek Compliance P6.** *City of Laguna Beach*. GIT Analyst. Responsible for production of GIS maps and data for Biological Report, included as part of the technical studies needed for the project. GIS data created included vegetation mapping and other related natural resources data such as soils and critical habitat.

**Palmdale Technical Studies.** *City of Palmdale*. GIT Analyst. Responsible for production of GIS maps and data for Biological and Jurisdictional Delineation Reports, included as part of the technical studies needed for the project. GIS data created included jurisdictional resources polygons, vegetation mapping, and other related natural resources data.

**Ephemeral Washes Environmental Planning Project, Victorville, California.** *City of Victorville*. GIT Analyst. Biologist/Regulatory Analyst. Provided field support conducting jurisdictional delineations with JD team, mapping state and federal jurisdictional limits for drainages throughout the City of Victorville. Also responsible for production of GIS maps and data for Biological and Jurisdictional Delineation Reports, included as part of the technical studies needed for the project. GIS data created included jurisdictional resources polygons, vegetation mapping, and other related natural resources data. Created vegetation and jurisdictional resources maps (Regional Board/CDFW) for approximately 150 maintenance facilities throughout the City of Victorville. Michael Baker is providing environmental planning services for flood control system maintenance for the Victorville Public Works Department. The department is responsible for maintaining and operating the city's flood control system in an efficient, economic, and environmentally responsible manner for the protection of property and public safety. Routine maintenance is required to ensure the long-term function, flow capacity, and infrastructure sustainability. To help restore the city's flood control system to its baseline design capacity and to maintain its future effectiveness, Michael Baker is providing environmental planning, natural resources, and regulatory permitting services to identify specific maintenance activities, methods, and procedures for 127 flood control facilities and detention basins to comply with all state and federal environmental regulations. It also provided staff training, agency coordination, the delineation of jurisdictional waters, a biological habitat assessment, CEQA analysis, and an initial study/mitigated negative declaration (IS/MND).

## PAVEMENT DIRECTOR

# Nathan A. Kebede, P.E.



Mr. Kebede leads the National Pavement Services Program at Michael Baker. He is an experienced pavement management engineer and project manager having worked on numerous pavement condition inspection and pavement management projects for clients that include municipalities, state highway agencies, state aviation agencies, federal agencies, and the Department of Defense. His technical efforts have focused on delivering pavement evaluation and pavement management services to clients in a clear and understandable format to promote informed maintenance and funding decision-making. He has provided pavement evaluation and management services for tens of thousands of miles of roadway pavement and more than one-hundred airport pavement facilities in the U.S. and abroad. He provides fact-driven findings of projects to decision-makers and supports their efforts in identifying forward-looking and effective pavement maintenance and rehabilitation solutions.

## RELEVANT EXPERIENCE

**Pavement Condition Survey & HPMS Data Collection, Statewide, Mississippi.** *Project Manager. Nathan serves as Michael Baker's Project Manager and oversees tasks to provide surveying and engineering services to conduct pavement condition surveys, roadway inventory, and highway performance monitoring system data collection for state-maintained highways for the Mississippi Department of Transportation. Michael Baker is performing data collection on 35,000 miles of roadway over the course of four years. Collected and delivered data includes rutting, faulting, cracking, friction, and IRI, along with roadway characteristics inventories.*

**General Consulting Engineer Services for the Pennsylvania Turnpike Commission.** *Pavement Management Consultant. Nathan serves as the lead pavement management consultant to the PTC and advises PTC's pavement management staff on best practices for pavement data collection, pavement maintenance, pavement preservation, and pavement rehabilitation. Nathan also advises PTC on implementation and integration of technology to better forecast future pavement condition and prepare robust long-term pavement asset management plans and budgets.*

**Annual Pavement Distress Data Collection, Kansas Turnpike.** \* *Kansas Turnpike Authority. Project Manager. Mr. Kebede served as the Project Manager for KTA's Annual Pavement Distress Data Collection project for the 2021/2022 project cycle. His responsibilities included oversight and coordination of roadway network GIS map*



## Years with Michael Baker

1

## Years of Experience

13

## Education

Certificate, 2019, Business,  
University of Pennsylvania

M.S., 2012, Civil Engineering,  
University of Illinois at Urbana-  
Champaign

B.S., 2010, Civil Engineering,  
Jackson State University

## Licenses/Certifications

Professional Engineer - Civil,  
Illinois, 2015, 062.067463

Professional Engineer - Civil,  
Colorado, 2017, PE.0053045

Professional Engineer, Texas,  
2021, PE 140340

## Professional Affiliations

American Public Works  
Association (APWA)

American Society of Civil  
Engineers (ASCE)

American Society of Civil  
Engineers (ASCE)

Transportation Research Board  
(TRB)

reviews, data collection route planning, field technicians, data collection vehicles, QA/QC, data transfer, and data processing. Pavement Distress Data collected helped KTA update the DOT's Pavement Management System.

**Pavement Evaluation of PCC Highways, Statewide, Delaware.** \* Delaware DOT. Project Manager. Mr. Kebede was the responsible for Delaware DOT's Pavement Distress Data Collection and structural evaluation of select PCC highways in the State. In his role, Nathan oversaw the coordination of all stakeholders, calibration and field data collection using LCMS (laser crack measurement system) and TSD (Traffic Speed Deflectometer) technologies, QA/QC, data processing, and final delivery. This project was performed as a subcontractor to AECOM, and the data gathered under Mr. Kebede leadership facilitated Delaware DOT's maintenance decision-making for the State's PCC highway pavements.

**Pavement Structural Evaluation With Traffic Speed Deflection Devices.** (Arkansas, California, Colorado, Idaho, Illinois, Indiana, Kansas, Kentucky, Louisiana, Mississippi, Missouri, Michigan, Montana, New Mexico, Nevada, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Vermont, Virginia, West Virginia, Wisconsin, Federal Lands). Project Principal. Nathan was responsible for the Federally approved Transportation Pooled Fund Study to perform pavement data collection utilizing Traffic Speed Deflection Devices during his previous employment. This project involved participants from 25 State and Federal transportation agencies. Nathan's role included coordination with all State participants and communication with Virginia DOT and FHWA who were project administrators. He also oversaw mission planning, data collection, data processing, and data delivery of over 20,000 miles of annual pavement condition data collection per year. Collected data includes continuous pavement deflection, cracking, rutting, texture, and IRI. The innovative comprehensive pavement condition evaluation data collected as part of this project is greatly maximizing the impact of participating DOTs' pavement maintenance operations and enhancing their pavement management systems.

**Annual Pavement Data Collection for New Jersey DOT (~ 650 miles) and West Virginia Department of Transportation (WVDOT), Division of Highways (~ 3,000 miles), Multiple States.** \* Various States' Department of Transportation. Project Principal. Mr. Kebede was ARRB Group, Inc.'s Project Principal for Pavement Distress Data Collection projects in New Jersey, and West Virginia as a sub-contractor to Michael Baker International. He was responsible for the management of all disciplines of ARRB's team and coordination with Michael Baker International's data collection project management team. Nathan's responsibilities included oversight of field technicians, data collection vehicles, QA/QC, data transfer, and preliminary data processing. Over 3,500 miles of pavement condition data was collected and helped the Departments of Transportation in New Jersey and West Virginia meet state and federal transportation infrastructure condition reporting requirements as well as have sufficient information for maintenance and rehabilitation planning.

**New Mexico DOT Pavement Data Collection, Statewide New Mexico.** \* NMDOT. Project Manager. Mr. Kebede served as the Project Manager for New Mexico DOT's 4-year supplemental Pavement Distress Data Collection project that started in 2021. His responsibilities included oversight of field technicians, data collection vehicles, QA/QC, data transfer, data processing, and delivery. Pavement Distress Data collected by the ARRB Group, Inc. helped the DOT meet transportation infrastructure condition reporting requirements and have sufficient information for maintenance and rehabilitation planning.





# BYRON PAKTER

CHIEF EXECUTIVE OFFICER



"The core nature of energy systems is changing. It's so exciting to see a future of clean energy cities around the corner, where all buildings strive to be energy-neutral, and many buildings are zero emissions net energy producers."

## EDUCATION

**Master of Engineering  
Advanced Energy Technologies**  
University of California Berkeley (2015)

**Certificate in Climate Protection and  
Sustainability**  
Skyline College Math & Science Division (2016)

**Bachelor of Science  
Mechanical Engineering**  
University of California Berkeley (2002)

## EXPERIENCE

**Chief Executive Officer (current)**  
Optony  
Previous Roles: Director of Programs

**Energy & Economics Policy Analyst**  
Berkeley Energy Climate Institute

**Environmental Simulations Engineer**  
MET Laboratories

**Mechanical Engineer**  
Advanced Engine Technologies Corporation

## PROFESSIONAL BIO

Byron Pakter has worked with public and private partners across the US to plan for and analyze the role of advanced energy technologies. He also helps local energy programs to succeed in terms of economic benefits to the community at large and direct cost savings benefits to the budget of cities and local agencies. He has used his experience in computer programming to develop proprietary modeling tools to estimate financial performance scenarios, as well as energy storage sizing and performance tools. Mr. Pakter is coauthor to state policy analysis on advanced energy technologies, and economic and employment development. He is experienced in clean energy policy, sustainability, data acquisition, finance, and modeling.

Mr. Pakter currently serves as the Chief Executive Officer at Optony. As program manager, Mr. Pakter has a deep understanding of the role and importance of how municipal utilities can best profit from interactions with community-scale energy programs, and collaborative purchasing.

Mr. Pakter sits on the Western Regional Energy Generation Information System Stakeholder Advisory Committee (WREGIS-SAC) and tracks renewable energy technology, markets, and policies across the US.

**10 YEARS**  
Renewable  
Energy  
Technology

**8 YEARS**  
Energy  
Policy &  
Economics

**4 YEARS**  
Oil Field  
Services &  
Projects

## SAMPLE PROJECTS

### **Strategic Energy Planning Services for County of Santa Barbara, City of Santa Barbara, City of Goleta, and City of Carpinteria (California)**

Mr. Pakter served as the Principal in Charge from Optony to develop coordinated strategic energy plans for the County of Santa Barbara, City of Santa Barbara, City of Goleta, and City of Carpinteria from 2018-2019. In his role, Mr. Pakter lead technical analysis of utility-scale renewable energy strategies and distributed energy resources, evaluation of regulatory barriers, and financing and funding opportunities. The team developed detailed implementation plans for each jurisdiction to reach their renewable energy goals.

### **Utility Economic Analysis & Grid-Scale Energy Storage Procurement, City of Palo Alto (California)**

The City of Palo Alto Utilities enlisted Optony to identify cost-effective energy storage projects to enhance penetration of existing renewable energy projects. Mr. Pakter was the Principal in Charge on the project and lead the modeling and prioritization of potential energy storage projects for Palo Alto, which included technical analysis of system and performance impacts using Optony's energy storage simulator, as well as economic analysis.

### **Microgrid Feasibility Study & Development Recommendations, City of San Luis Obispo (California)**

Mr. Pakter led Optony's work on the City of San Luis Obispo's Carbon Neutral Facilities Plan in 2022. For the project, the City and Optony team designed and modeled production for solar PV and battery energy storage at City facilities to achieve the City's resiliency goals.

### **Local Energy Resource Business Plan for East Bay Community Energy, Alameda County (California)**

Mr. Pakter led Optony's work on the Local Development Business Plan for East Bay Community Energy. He devised a unique Integrated Research Plan methodology, and organized and contributed to the teams work analyzing strategies for enhancing long-term grid stability and reliability, recommending energy storage contracting strategies, recommending tactics for optimizing DER scheduling.



# JONATHAN WHELAN

DIRECTOR OF OPERATIONS



"As a financial and technical guide through the complexity of public clean energy program design and deployment, I wake up each day excited to see our partners turning their goals from ideas into solid, real projects."

## EDUCATION

**Bachelor of Science**  
**Business Administration & Biology**  
Minor in Environmental Studies  
Trinity University, Texas (2001)

## EXPERIENCE

**Director of Operations (current)**

Optony

Previous Roles: Chief Executive Officer

**Project Manager**

SPG Solar Inc.

**Solar Lead**

Home Energy Systems Inc.

## PROFESSIONAL BIO

Jonathan Whelan is the Director of Operations at Optony Inc. and has eleven years of experience in clean energy project planning, program evaluation, renewable energy financial assessment, and independent engineering.

Mr. Whelan's current core work is in providing financial analysis, contract review, and negotiations between public clients and private suppliers. Mr. Whelan oversees Optony's activities in project management and energy procurement support for city governments.

Mr. Whelan has helped many cities identify and implement their clean energy strategies. Mr. Whelan is outstanding in the field of cost reductions through collaborative renewable energy purchasing and helped guide both the Silicon Valley Renewable Energy Procurement, and Regional Renewable Energy Procurement processes—the largest multi-agency solar procurements in the country.

Mr. Whelan specializes in renewable generation modeling, financial analysis, and procurement for water treatment plants, community centers, libraries, fire stations, and medical facilities.

**13 YEARS**  
Solar Energy  
Projects

**9 YEARS**  
Energy Project  
Management

**7 YEARS**  
Procurement  
Management  
for Public  
Agencies

## SAMPLE PROJECTS

### **Solar + Energy Storage Project Planning for University of California Berkeley (California)**

In collaboration with the campus Chief Sustainability & Carbon Solutions Officer, Mr. Whelan supported the University to identify solar plus storage projects at several on campus and off campus, University-owned facilities. He worked with University staff to evaluate various site constraints and opportunities and create preliminary solar and storage designs and that met University requirements and resilience goals. He crafted solicitation documents and managed complex negotiations aimed at procuring PPAs for the various sites under a tight timeline given impending end of federal tax incentives.

### **City Hall Microgrid Feasibility & Procurement for the City of Goleta (California)**

Mr. Whelan continued his prior work with the City to build upon the City's ambitious renewable energy goals and Strategic Energy Plan, developed in 2019 with Optony. Mr. Whelan supported the City to identify and assign parameters to a proposed solar plus storage project at the City's newly acquired City Hall facility. A key consideration for the City and the project included preparations for mitigating negative impact of both planned and unplanned electricity outages, over both a short and long period of time. Mr. Whelan supported the Optony team in developing procurement documents that both met the City's energy goals and a greatly abbreviated timeline for project finance, driven by impending changes to federal tax incentives. Optony led the solar vendor and proposal evaluation process for the City, including facilitating interviews of shortlisted proposers. Mr. Whelan and the Optony team continue to support the City in finalizing both project scope and contract documents, to include solar carports in the immediate future with considerations for future battery storage and microgrid controls as the market further develops.

### **Sustainable Energy Roadmap for San Joaquin Valley (California)**

Sparked by the SEBiz program, Mr. Whelan directed Optony's role in the launch of the Sustainable Energy Roadmap (SER) and Clean Energy Roadmap (CERM) online platforms. The online database and tools were created to provide commercial entities and local governments in the United States with resources and guidance for pursuing energy efficiency and renewable energy programs internally, with a geographic focus on the under-served California Central Valley. The programs have brought together a regional planning effort including municipal governments, regional planning agencies, community stakeholders, and technical experts. Mr. Whelan continues to guide the collaborative team to support San Joaquin Valley communities as they pursue smart growth strategies, related to efficient building portfolios, resilient energy supplies, and low-carbon transportation, among others. SER is supported by California's Strategic Growth Council.

### **Solar Feasibility Assessments and System Optimizations for Multiple Clients**

Mr. Whelan performed investment-grade Feasibility Assessments for full municipal facility portfolios, evaluating potential for solar PV development from both physical and financial perspectives. Created financial model to assess economic viability of potential sites and to determine ideal system sizing to match site physical and energy usage profiles. Recommended over 50 MW of municipal projects with financial options and rationale to enable AHJ's to pursue procurement with confidence and understanding. Directed on-site System Optimization of installed PV arrays for government, school, financial, and commercial clients. He evaluated installation techniques and system performance, both as monitored and as field-tested; analyzed performance test results and recommended areas for actions to improve system durability and production, and to increase buyer return on investment.

Clients include: Santa Clara Valley Transportation Authority, West Contra Costa Unified School District, City of Walnut Creek, and many others.



# NATALIE HANSON

DIRECTOR OF ENERGY PROGRAMS



"Every person deserves access to the benefits of clean energy. At Optony, we are advancing the transition to renewable energy to reduce climate change and secure an equitable future for humanity."

## EDUCATION

**Master of Science  
Civil Engineering**  
Emphasis in Water Resources  
University of Alaska Anchorage (2017)

**Bachelor of Science  
Geosciences**  
Emphasis in Hydrology  
Boise State University (2012)

## EXPERIENCE

**Director of Energy Programs (current)**  
Optony

**Executive Director**  
Nuvista Light & Electric Cooperative

**Environmental Scientist**  
E3 Environmental

## PROFESSIONAL BIO

Ms. Hanson currently serves as the Director of Energy Programs at Optony. She previously served as the Executive Director of a non-profit utility cooperative in rural Alaska where she was responsible for strategic development, program and project management, Federal and State grant management, and community outreach on rural, Tribal clean energy and energy efficiency initiatives for 8 years.

Ms. Hanson's primary focus at Optony is on project management and program development for fleet and facility electrification planning and projects, implementation of clean energy policy and incentives, strategic planning, and stakeholder engagement in both the public and private sectors nationwide.

Ms. Hanson holds a Master of Science in Civil Engineering from the University of Alaska Anchorage and a Bachelor of Science in Geosciences with an emphasis in Hydrology from Boise State University. In 2017, she was selected by the National Renewable Energy Lab to participate in the Executive Energy Leadership Academy, which is a program that provides clean energy training to selected applicants.

**11 YEARS**  
Project  
Management

**8 YEARS**  
Grant Writing  
&  
Management

**6 YEARS**  
Energy Project  
Planning &  
Development

## SAMPLE PROJECTS

### **Fleet Electrification & Charging Facility Assessment for Research Triangle Institute (NC)**

Ms. Hanson was Optony's Co-Project Lead for the Research Triangle Institute's campuswide electric vehicle fleet transition and solar study in North Carolina. Ms. Hanson was tasked with modeling the EV vehicle transition strategy, assessing charging infrastructure needs, and supporting the campus solar siting study, as well as presenting findings to stakeholders.

### **Citywide 100% Renewable Energy Roadmap for Town of East Hampton (NY)**

Ms. Hanson is Optony's Co-Project Lead for the development of a citywide 100% renewable energy plan for the Town of East Hampton, NY. Ms. Hanson oversees technical analysis and provides strategic expertise for municipal EV fleet transition planning, renewable energy options, and the financial impacts of decarbonization at the municipal level, and is Optony's lead on stakeholder and public engagement.

### **Municipal Decarbonization Planning and EV Fleet Implementation for the City of Menlo Park (CA)**

Ms. Hanson and the Optony team support the City of Menlo Park by providing multi-year project management for the construction of an all-electric facility microgrid community center, project management, modeling and analysis, and strategy for the City's EV fleet transition, and technical and strategic expertise for the City as it develops a clean energy roadmap for municipal operations.

### **Fleet Electrification & Charging Facility Assessment for the City of San Luis Obispo (CA)**

Ms. Hanson is Optony's Co-Project Lead for the fleet electrification and charging infrastructure assessment for the City of San Luis Obispo, CA. Ms. Hanson oversees data collection of current operations and the existing vehicle fleet, as well as electrical infrastructure, to provide a fleet electrification and charging infrastructure plan for the City.

### **Climate Action Planning for University of Colorado Boulder (CO)**

For development the fleet electrification and renewable energy strategies for CU Boulder's Climate Action Plan, Ms. Hanson is Optony's Project Lead. Optony's contribution to CU Boulder's CAP includes a comprehensive review of existing conditions for the fleet and renewables on campus, and development of appropriate strategies to help the University reach its climate action goals.

### **Program Implementation for Public EV Fleets Technical Assistance (CA)**

In San Mateo County and Santa Clara County, Ms. Hanson serves as Optony's Project Lead for each county's Community Choice Aggregator (Peninsula Clean Energy and Silicon Valley Clean Energy) program to implement fleet electrification and vehicle charging projects. Ms. Hanson is responsible for project management, client communications, stakeholder engagement, and overseeing technical analyses, as well as reporting and interfacing with each client directly.



# COLEMAN THOMPSON

ENERGY SYSTEMS ANALYST



"I have long believed that it will be critically important for my generation to step up and fight to achieve action on climate change. Working with Optony is my way of fighting for a better future."

## EDUCATION

**Master of Engineering**  
**Civil Engineering**  
Emphasis on Systems Engineering  
University of California Berkeley (2022)

**Bachelor of Arts**  
**Physics & Political Science**  
Grinnell College (2021)

## EXPERIENCE

**Energy Systems Analyst (current)**  
Optony  
Previous Roles: Capstone Intern

## PROFESSIONAL BIO

Mr. Thompson currently serves as an Energy Systems Analyst at Optony. He previously worked with Optony as a capstone intern during his Master of Engineering degree at UC Berkeley. Before that, he conducted research on galactic evolution using advanced simulations.

Mr. Thompson's focus is on data analysis, systems optimization, and energy analysis. He builds simulations and utilities to further Optony's ability to make informed recommendations on policy and planning of renewable energy systems.

Mr. Thompson holds a Master of Engineering in Civil Engineering from the University of California, Berkeley, as well as a Bachelor of Arts in Physics and Political Science from Grinnell College.

**2 YEARS**  
Clean Energy  
Project  
Analysis

**5 YEARS**  
Computer  
Programming

**4 YEARS**  
Public  
Presentations  
on Technical  
Topics

## SAMPLE PROJECTS

### **Genetic Algorithms for Cost-Optimization of Solar Desalination Plants**

Mr. Thompson worked with four other UC Berkeley students to design a Python module to optimize configurations of solar desalination plants. Mr. Thompson focused on the overall model architecture and designed the thermal simulations of the plant. Mr. Thompson wrote modules for calculating operating parameters of forward osmosis and reverse osmosis membranes, as well as code for calculating design parameters of a heat pump and heat exchanger within the system. Mr. Thompson assisted his teammates in designing a genetic algorithm to compare different plant configurations and arrive at an optimized solution and wrote code to export the parameters of the optimal plant to an excel file and calculate economic results for the system. These results included the basic configuration of the plant, the 25-year profits and revenues, the levelized cost of water and return on investment for the plant, and breakdowns of revenue streams and costs by source and year of plant operation.

### **Municipal Decarbonization Roadmap for the City of Menlo Park (CA)**

Mr. Thompson serves as the primary energy analyst for Optony's comprehensive decarbonization and EV infrastructure planning, modeling, and analysis for the City of Menlo Park.

### **Communitywide 100% Renewable Energy Roadmap for the Town of East Hampton (NY)**

Mr. Thompson serves as the primary energy analyst for Optony's 100% renewable energy planning for the Town of East Hampton. Mr. Thompson supports the project team by gathering and synthesizing complex datasets to inform the clean energy strategy for the Town.

### **Fleet Electrification & Charging Facility Assessment for the City of San Luis Obispo (CA)**

Mr. Thompson served as Optony's lead analyst for the fleet electrification and charging infrastructure assessment portion of the City of San Luis Obispo's Carbon Neutral Facilities Plan. As lead analyst, Mr. Thompson modeled the impacts of fleet electrification on the City's carbon emissions and developed cost estimates for operations and capital projects.

### **Program Implementation for Public EV Fleets Technical Assistance (CA)**

In San Mateo County and Santa Clara County, Mr. Thompson serves as one of Optony's analysts for each county's Community Choice Aggregator (Peninsula Clean Energy and Silicon Valley Clean Energy) program to study and recommend fleet electrification and vehicle charging projects. Mr. Thompson is responsible for data collection and processing, total cost of ownership analysis, EV charging cost estimating, and EV charging project conceptual design.





# RACHEL LORE

ENERGY ANALYST



"At Optony, we are committed to leading the path to a sustainable future, utilizing clean energy systems to achieve net zero energy emissions."

## EDUCATION

**Bachelor of Science  
Mechanical Engineering**  
Cornell University (2022)

## EXPERIENCE

**Energy Analyst (current)**  
Optony

**Process Safety Engineer**  
Ecolab

Previous Role: Environmental Health & Safety Metrics

## PROFESSIONAL BIO

Rachel Lore currently serves as an EV Energy Analyst at Optony. She previously served as a Process Safety Engineer at a chemical manufacturing company in which she managed process safety risk assessments, Environment Health and Safety (EHS) reporting and metrics, and Global Supply Chain Sustainability projects.

Ms. Lore's focus is on the analysis and optimization of clean energy systems. She works with proprietary Excel and Python-based tools for analysis and simulation in support of company projects. She manages EV suitability assessments, charging infrastructure needs assessments, and charging infrastructure procurement for fleet electrification planning projects to support clients on a case-by-case basis.

Ms. Lore holds a Bachelor of Science in Mechanical Engineering from Cornell University.

**1 YEAR**  
Metrics and  
Performance  
Tracking

**5 YEARS**  
Computer  
Programming

**4 YEARS**  
Mechanical  
Engineer

## SAMPLE PROJECTS

### **Fleet Electrification Strategic Planning for City of Mountain View (CA)**

Ms. Lore is an EV Energy Analyst for the City of Mountain View EV Fleet strategic planning study in California. For the Fleet Electrification Plan, Ms. Lore is tasked with providing technical analysis using simulation and modelling software, and evaluating the City's sites where charging infrastructure will be necessary.

### **Fleet Electrification Strategic Planning for Central Contra Costa Sanitary District (CA)**

Ms. Lore is an EV Energy Analyst for the Central Contra Costa Sanitary District Fleet Electrification in California. She will assist the Optony team with a vehicle rightsizing analysis, a systematic assessment of the availability of replacement EVs (2023-2033), and GHG emissions reduction analysis to provide a fleet electrification and charging infrastructure plan for the District.

### **Communitywide 100% Renewable Energy Roadmap for the Town of East Hampton (NY)**

Ms. Lore serves as the supporting energy analyst for Optony's 100% renewable energy planning for the Town of East Hampton. Mr. Thompson supports the project team by gathering and synthesizing complex datasets to inform the clean energy strategy for the Town.

### **Program Implementation for Public EV Fleets Technical Assistance (CA)**

In San Mateo County and Santa Clara County, Ms. Lore serves as one of Optony's analysts for each county's Community Choice Aggregator (Peninsula Clean Energy and Silicon Valley Clean Energy) program to study and recommend fleet electrification and vehicle charging projects. Mr. Thompson is responsible for data collection and processing, total cost of ownership analysis, EV charging cost estimating, and EV charging project conceptual design.

**GAVIOTA, MARIPOSA REINA SITE-Facilities and Infrastructure Asset Assessment**

**SENIOR VICE PRESIDENT**
**Guy Carpino, P.E., RCDD**

*Guy Carpino has over 27 years of electrical engineering experience and is an expert in power systems, technology systems, and solar photovoltaic/renewable energy systems design. Guy was educated at California State Polytechnic University, Pomona, and received a Bachelor of Science in Electrical Engineering with a minor in Biomedical Engineering. He holds a Professional Engineering registration in multiple states. Additionally, Guy is a Registered Communications Distribution Designer (RCDD) which certifies him as a qualified designer for technology systems. His many abilities include project management for large, critical projects, BIM project management, and team management responsibilities at Akela Engineering & Consulting.*

**Education**  
 B.S., Electrical  
 Engineering Cal Poly  
 State University,  
 Pomona, 1996

**Licenses/  
 Certifications**  
 California #E15951  
 Arizona #75348  
 Virginia #0402064847  
 Nevada #0209656  
 North Carolina  
 #053896  
 Louisiana #0046662  
 Oregon #065127PE  
 New Mexico #27670  
 BICSI RCDD #141712

**Professional  
 Affiliations**  
 SAME San Diego  
 Post  
 IAEI - International  
 Association of  
 Electrical Inspectors,  
 President  
 NECA - National  
 Electrical Contractors  
 Association

**Community  
 Involvement**  
 ACE Mentor Program  
 of America  
 AIA Course Instructor  
 NECA Course  
 Instructor  
 CBA Instructor  
 Editor - ANSUNETE  
 MTS-2023

Years with Akela **22** Years experience **27** Projects managed **2K+**

**RELEVANT EXPERIENCE**
**University of California - Office of the President**

**Statewide Strategic Energy Plan**  
 Study for Development of \$500M in Energy Efficient Projects for the UC System, which uses over 1.5B kWh throughout 9 Campuses and 5 Medical Centers. MWE analyzed and validated over 37MW of potential Photovoltaic Project Applications

**Discovery Science Center Battery Energy Storage System**  
**Santa Ana, CA**

Coordinated with Southern California Edison (SCE) and Discovery Science Center for the installation of a Pilot 125kVA Battery Energy Storage System

**Petco Park Battery Energy Storage System**  
**San Diego, CA**

Battery Energy Storage System Study 300kW / 1000kWh Battery

**SDSU Cogeneration Facility**  
**San Diego, CA**

15MW Combined Cycle Cogeneration Facility  
 Two (2) 5.3MW Solar Taurus 60 Natural Gas Turbine Generators  
 One (1) Tuthill/Murray Steam Turbine Generator  
 12000V 3-Phase 3-Wire Wye  
 Paralleling Switchgear, Distribution System  
 Integration, and SDG&E Interconnection at 3 Service Points

**Energy Master Plan and Microgrid Study**  
**Marine Corps Mountain Warfare Training Center Bridgeport, CA**

Evaluated opportunities for achievement of energy security and independence via renewable energy infrastructure development, on-site energy generation, transmission, and automation.

Provided load flow modeling to justify recommendation for microgrid infrastructure and equipment recommendations including SCADA implementation that would provide simple or complex control options, compatible with existing equipment. Load analysis included evaluating granular level individual loads within buildings.

**BF Goodrich**  
**Chula Vista, CA**

13.4MW Combined Cycle Cogeneration Facility  
 Four (4) 3.165MW Fairbanks Morse Dual Fuel Gas Reciprocating Engines  
 12000V 3-Phase 3-Wire Wye  
 Paralleling Switchgear, Distribution System  
 Integration, and SDG&E Interconnection

**EDF Innovation Drive Headquarters**  
**San Diego, CA**

New Photovoltaic Power Generating System  
 600kW  
 Battery Energy Storage System 280kW and 500kWh

**GAVIOTA, MARIPOSA REINA SITE-Facilities and Infrastructure Asset Assessment**

**Professional Registration**

Licensed Architect, CA, No. C-35075

**Education**

Bachelor of Architecture, Minor Sustainable Environments, Cal Poly San Luis Obispo, 2007

**Years of Industry Experience**

20 years

**Years with RNT**

11 years

**Chris Bradbury, AIA, NCARB, LEED AP**

Principal in Charge

Chris is a Principal with the firm and has been at RNT since 2012. He has 20 years of experience in architectural design ranging from civic/institutional, higher education, commercial, and multi-family housing development projects throughout California. He has extensive experience with complex sites and climate responsive design for an array of different climates. Chris brings a strong background in developing projects from conceptual design through construction documents with thorough coordination from consultants. He has astute technical knowledge relating to materials and construction types with a focus on detailing and constructability. Chris also brings keen Construction Administration/Observation skills to review construction progress and identify issues with the owner and contractor early to ensure a successful project outcome.

**Project Experience**

- Confidential Military District Plan 1 | Western United States
- Confidential Military District Plan 2 | Western United States
- Space Force Base, Overhead Distribution B6 & B1 Lines, Switching Station M, and Oak Mountain Line | Vandenberg Space Force Base, CA
- County of Santa Barbara, Probation Department New Office Building | Santa Barbara, CA
- UCSB, Materials Research Laboratory, Infill Building #615 | Santa Barbara, CA
- UCSB, Laboratory Tenant Improvements | Santa Barbara, CA
- Ventura County Fire District:
  - Fire Station No. 35 | Newbury Park, CA
  - Fire Station No. 27 | Fillmore, CA
  - Fire Station No. 43 | Simi Valley, CA
  - Fire Station 34 Feasibility Study | Thousand Oaks, CA
  - Fire Station 22 Feasibility Study | Ojai, CA
  - Fire Station 29 Feasibility Study | Santa Paula, CA
  - Fire Station 26 Feasibility Study | Santa Paula, CA
  - Fire Stations No. 28, 33, 45 Apparatus Bay Alteration Feasibility Studies | Lake Piru, Lake Sherwood, and Simi Valley, CA
- Mammoth Lakes Fire Station No. 1 | Mammoth Lakes, CA
- San Diego County Fire/Cal Fire Mt. Laguna Fire Station 49 Feasibility Study | Mt. Laguna, CA
- Metropolitan Water District of Southern California, Colorado River Aqueduct Employee Village Enhancements Plan | Various Locations, CA
- United Water Conservation District, Office Remodel | Oxnard, CA
- San Diego River Discovery Center at Grant Park | San Diego, CA

## GAVIOTA, MARIPOSA REINA SITE-Facilities and Infrastructure Asset Assessment



### Tarah Brown, Architect, LEED AP

Project Architect



Tarah has 19 years of experience with diverse types of projects and delivery methods. Bringing a fresh perspective to projects, Tarah listens carefully and seeks solutions that will create long-term value for clients and the community. She has been with RNT since 2014.

Tarah maintains a positive, but deadline-motivated, attitude in the project team. She diligently follows up as necessary to ensure that documents are completed in a timely manner. Her work in our Responsive Design focus group has included co-authorship of RNT's sustainability plan, championing 2030 Commitment efforts, and implementation of Cove tool software for early stage energy modeling.

#### Professional Registration

Licensed Architect, CA, No. C-36326

LEED AP

#### Education

Bachelor of Science in Architecture,  
University of Maryland

#### Years of Industry Experience

19 years

#### Years with RNT

8 years

### Project Experience

- County of Santa Barbara, Probation Department New Office Building | Santa Barbara, CA
- Santa Barbara City College, Campus Center (Three Food Service Areas), Building CC | Santa Barbara, CA
- City of Ventura, On-call Architecture Services | Ventura, CA
  - 505 Poli 4th and 5th Floor Feasibility Study for Co-working space
  - I.T. Department Office Remodel
  - Barranca Vista Center Park Improvements
  - Fire/Police Feasibility Study
  - Police Department Locker Room Interior Remodel
  - Harbor Church Change of Use Feasibility Study
  - Trash Enclosure
  - Emergency Operation Center Access Doors
- City of Ventura / Cannon, Ventura Parking Garage | Ventura, CA
- City of San Buenaventura Housing Authority, Westview Village Housing Project, 320 Units | Ventura, CA
- Patagonia, New Office Building Design and Right-of-Way Improvements | Ventura, CA
- Ventura Veterans Housing | Ventura, CA
- Metropolitan Water District of Southern California, CRA Employee Village Enhancements Master Plan | Various Locations, CA
- Metropolitan Water District of Southern California, CRA Housing, Kitchens, Lodges, and sitewide Improvements Design Study for Four Employee Villages | Various Locations, CA
- Ojai Unified School District On-call Architecture Services | Ojai, CA
  - Matilija Junior High School New Dining Hall and Kitchen
  - Nordhoff High School Library
  - Nordhoff High School Kitchen Remodel
  - Topa Topa Elementary School Kitchen Remodel
  - Mira Monte Kitchen Remodel
  - Various Maintenance and Modernization Projects
- San Diego River Discovery Center at Grant Park | San Diego, CA
- Borrego Art Institute Art Farm | Borrego Springs, CA

## Michael Putt, PG, CEG

### Principal Geologist



Mr. Putt is a Principal Geologist with Ninyo & Moore and has extensive experience in providing engineering geology consultation in Southern California. Mr. Putt has extensive experience on a variety of project types, including highways, bridges, bore and jack tunneled undercrossings, hillside and flat-land mass grading projects for residential, commercial, and industrial developments, pipelines, and forensic investigations. Mr. Putt performs project administration and management, prepares and reviews geologic and geotechnical reports and provides third party review services for geotechnical reports. He conducts geologic and geotechnical field evaluations, including detailed logging of large- and small-diameter borings and trenches, and geologic evaluation/mapping. Projects have included fault hazard evaluations, landslide studies, slope stability analysis, seismic refraction studies, geologic reconnaissance studies, forensic evaluations, and construction and inspection services.

#### EDUCATION

B.S., Geology, 1997, California State University, Fullerton

Applied Rock Slope Engineering Short Course, 2006, Association of Engineering Geologists, California

#### REGISTRATIONS

PG 7581 (California)

CEG 2341 (California)

Radiological Safety and Gauge Use Certification, 1997

#### PROFESSIONAL AFFILIATIONS

South Coast Geological Society

#### EXPERIENCE

**Topaz Solar Farm, San Luis Obispo County, California:** Principal Geologist and Project Manager provided geotechnical services during construction of the 3,500 acre Topaz Solar Farm in the Carrizo Plains area of San Luis Obispo County, California. The project involved phased construction of photo-voltaic solar power systems over several years. Services involved geotechnical quality control during site earthwork, including full-time field technician for observation, documentation and field density testing to evaluate soil compaction and contractor conformance to the project specifications. Mr. Putt also performed a geotechnical evaluation for the Phase 6 Collection System. The collection system consists of approximately 1,500 lineal feet of underground cabling to connect the various solar array blocks.

**Garnet Solar Project, Palm Springs, California:** Principal Geologist and Project Manager provided geotechnical and geophysical consulting services during design and construction of the 5.2MW photo-voltaic Garnet Solar Facility in Palm Springs, California. The solar field includes approximately 360 rows of single-axis trackers and associated equipment. Mr. Putt performed an initial geotechnical evaluation that included drilling four borings and excavating 19 test pits, engineering analysis, and preparation of a geotechnical evaluation report. Due to the uncertainties in remedial earthwork quantities, a supplemental subsurface exploration and geophysical surveys were performed to further evaluate the depths and quality of the mine waste and construction debris materials.

**Powhatan Solar Generation Station, Apple Valley, California:** Principal Geologist and Project Manager retained to provide a geotechnical evaluation for the Powhatan Solar Power Generation Station located in Apple Valley, California. The project involved the development of a 1.7 megawatt solar generating station consisting of dual-axis tracking Concentrated Photo-Voltaic (CPV) solar power generators. The new solar system project included 28 individual flat panel CPV solar power generators mounted on a mono-pole support. Associated improvements included electrical equipment cabinet, electrical transformers, underground utilities. Mr. Putt evaluated the soil and geologic conditions and developed geotechnical design parameters for the proposed construction.

## Michael Putt

### Principal Geologist

**Pine Tree Solar, Airplane Flats, Kern County, California:** Project Manager performed a geotechnical evaluation for the Pine Tree Solar project at Airplane Flats located at the Los Angeles Department of Water and Power's (LADWP) Pine Tree Wind facility in Kern County, California. Site improvements included development of a 9.75 megawatt (MW) solar facility on 35 acres of land which included construction of five solar inverters. The proposed construction also included grading of approximately 10-foot-wide unpaved perimeter and interior access roads. Mr. Putt evaluated the subsurface conditions at the project site and provided geotechnical earthwork and design recommendations for construction of the site improvements.

**Fourteen Solar Power Project Sites, Various, California, Arizona, Nevada:** Project Manager retained to perform preliminary geotechnical evaluations for 14 solar power project sites located in central and southern California, Nevada and Arizona. The sites ranged from 12 to 160 acres and were planned for solar capacities of approximately 2MW to 40MW power generation. Services were provided to develop information regarding the site geologic setting and seismic hazards for planning and cost estimating purposes. The geotechnical evaluation for each site included review of geologic maps, fault maps, seismic hazard maps, site topography and aerial photographs. Site seismicity, design ground accelerations, and CBC/BC seismic design parameters were developed for each site. Geologic hazards, including fault rupture, ground shaking, soil liquefaction, landsliding, and erosion were evaluated for each site. Subsurface exploration including exploratory borings and field resistivity surveys work performed at each site to develop site specific data and preliminary evaluation of groundwater conditions, earthwork considerations and preliminary foundation designs. Preliminary foundation engineering was performed to evaluate anticipated pile foundations. The engineering analysis included evaluation of axial and lateral pile capacities using the computer programs LPILE and SHAFT. The results of the preliminary geotechnical evaluations were presented in illustrated reports that included our professional opinions regarding the feasibility of site development from a geotechnical perspective along with a summary of site specific soil and geologic conditions pertinent to the planning of each project.

**County of Orange/La Pata Avenue Gap Closure, Orange County, California:** Serving as Project Manager providing geotechnical consulting services during construction of the La Pata Avenue Gap Closure Project in Orange County, California, as part of the Hill International construction management team for the County of Orange. The project involves the widening of 1.8 miles of La Pata Avenue in San Juan Capistrano and extending the roadway 2 miles to Avenida La Pata in San Clemente which will provide an essential link in the local roadway network. Mr. Putt responsibilities as project manager and certified engineering geologist of record include project coordination and scheduling, oversight of field technicians, geologists, and engineers, attendance at project team meetings, and preparation of project correspondence, reports, invoices and budget management.

**City of Rancho Santa Margarita Plan Review/On-Call Geotechnical Services:** Served as Project Manager for the on-call geotechnical engineering consulting services for various projects in the City of Rancho Santa Margarita. Services included third-party review of geotechnical reports, emergency observation of slope failures resulting from heavy rain events, and geotechnical observation and materials testing services for various construction projects including numerous pavement rehabilitation projects, pavement slurry seal, and drainage improvements.

**Orange County Public Works/On-Call Geotechnical Consulting Services:** Serving as Project Manager for on-call geotechnical services for various water projects located in Orange County. Services include providing Channel improvements, evaluation of slope stability, liquefaction, settlement for evaluation related to liquefaction and loose/soft soils along the channel bottom for the Rossmoor Storm Channel Improvements and the Westminster Channel Improvements.

**Michael Baker**

**INTERNATIONAL**

*We Make a Difference*

**MICHAEL BAKER INTERNATIONAL**  
5 Hutton Centre Drive, Suite 500 Santa Ana, CA





County of Santa Barbara: General Services  
**Capital Division**

**END EXHIBIT F**