

AGREEMENT FOR THE PROVISION OF PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES FOR A PRIVATE PROJECT

This agreement for the provision of professional environmental consulting services ("Agreement") is made and entered into this 15th day of April, 2019 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Lilburn Corporation, a California corporation ("Consultant"), who are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

- 1.1 City hereby engages Consultant to provide professional environmental consulting services for City (the "Services").
- 1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

- 2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," entitled "Scope of Services," including a project schedule, which is attached hereto and incorporated herein by reference.
- 2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Consultant information in its possession that may assist Consultant in performing the Services.
- 3.2 City designates Brian Desatnik, City's Development Services Director, or his designee, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

- 4.1 Consultant shall perform and complete the Services in accordance with the project schedule. The Services shall commence on the Effective Date of this Agreement and be completed on or before December 31, 2019.

- 4.2 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to the City, consistent with City Council adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

- 5.1 The total compensation for Consultant's performance of the Services shall not exceed the amount thirty thousand eight hundred thirty dollars (\$30,830). City shall pay Consultant on a time and materials basis, up to the not to exceed amount, in accordance with Exhibit "B," entitled "Project Costs and Hourly Rates," which is attached hereto and incorporated herein by this reference.
- 5.2 Consultant shall submit an invoice to City describing the Services performed, the dates the Services were performed, and the number of hours spent and by whom, upon completion of the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.
- 5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class certified, registered or express mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile, if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

City:

Brian Desatnik, Director
Development Service Department
35 Cajon Street, Ste. 20
P.O. Box 3005 (mailing)
Redlands, CA 92373
bdesatnik@cityofredlands.org
(909) 798-7555

Consultant:

Cheryl A. Tubbs, Vice President
Lilburn Corporation
1905 Business Center Dr.
San Bernardino, CA 92408
cheryl@lilburncorp.com
(909) 890-1818

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

- A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall execute and provide City with Exhibit "C" entitled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference prior to performance of the Services.
 - B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
 - C. Business Auto Liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
 - D. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.
- 6.2 Consultant shall defend, indemnify and hold harmless City, and its elected and appointed officials, officers, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

- 7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.
- 7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:
 - A. Does not make a governmental decision whether to:

- (i) approve a rate, rule or regulation, or adopt or enforce a City law;
- (ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
- (iii) authorize City to enter into, modify or renew a contract;
- (iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
- (v) grant City approval to a plan, design, report, study or similar item;
- (vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

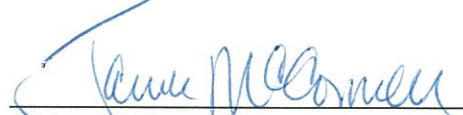
ARTICLE 8 – GENERAL CONSIDERATIONS

- 8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.
- 8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

- 8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.
- 8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.
- 8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.
- 8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS


Janice McConnell,
Interim City Manager

LILBURN CORPORATION


Cheryl A. Tubbs, Vice President

Attest:


Jeanne Donaldson, City Clerk

EXHIBIT "A" SCOPE OF SERVICES

LILBURN
CORPORATION

Strategic Planning & Environmental Services

March 7, 2019

Ms. Lorelee Farris, Principal Planner
City of Redlands
Development Services Department
35 Cajon Street, Suite 15
Redlands, CA 92373

SUBJECT: Scope of Work, Schedule, and Cost to Review Technical Reports, and Prepare Technical Studies and a CEQA Initial Study for TPM 20048 – Warehouse Condominium Project

Dear Ms. Farris:

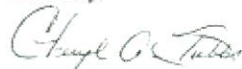
Lilburn Corporation has prepared this proposal to provide the City of Redlands with environmental consulting services for a proposed Warehouse Condominium Project on New Jersey Street, south of Park Avenue (site of prior Bracken Bird Farm). The project proponent has submitted a Tentative Parcel Map (TPM) Application, Architectural Drawings, and technical studies to create two parcels each with a warehouse building, and a total of six warehouse/office uses within the two buildings. The property is described as APN 292-154-09 and is 4.77 acres. The Proposed Project also includes the demolition of several buildings, outbuildings, and trees on-site that were associated with the prior use.

This proposal addresses Lilburn Corporation's approach to preparation of an Initial Study with the anticipated adoption of a Mitigated Negative Declaration. The Applicant has submitted a Traffic Impact Analysis, Cultural Resources Report, Air Quality/Global Climate Change, Geotechnical Investigation, Phase I ESA, Preliminary Drainage Study, and Preliminary WQMP that will require peer review to determine the adequacy for use in the CEQA document. These reports, upon review and acceptance by the City will be summarized for inclusion in the CEQA analysis.

Lilburn Corporation has completed CEQA Initial Studies for 10 other warehouse projects located in San Bernardino, Rialto, and Moreno Valley. We also prepared visual simulations of the Amazon Warehouse on the north side of I-10 west of California Street in Redlands. We are available to begin work upon receipt of your authorization and have no conflicts of interest in performing under contract to the City.

Please let me know if you have any questions or need additional clarification regarding our proposed scope of services, cost, or schedule.

Sincerely,



Cheryl A. Tubbs
Vice President

1905 Business Center Drive • San Bernardino • CA 92408 • 909-890-1818 • Fax 909-890-1809

**PROPOSAL FOR CEQA INITIAL STUDY
TPM 20048**

Executive Summary

The City of Redlands is seeking the professional services of an environmental consulting firm to prepare technical studies and the appropriate document for compliance with the California Environmental Quality Act (CEQA) for the City's use as Lead Agency to consider approval of a proposed warehouse condominium project. The 4.77-acre Project Site is described as APN 292-154-09 and is the location of the Bracken Bird Farm that closed its operation in 2018. The existing buildings and landscaping associated with the previous business will be demolished as a part of the Proposed Project.

Since incorporation in 1989 Lilburn Corporation has worked for various public agencies in the acquisition of permits associated with land use entitlements for land development projects. Lilburn Corporation has completed environmental assessments of projects throughout the Inland Empire since 1989. We have completed technical studies and/or CEQA documents for several projects proposed in the City of Redlands, the most recent being the Hilton HOME2 Suites project. Selected CEQA documents prepared for Initial Studies include those for the following warehouse projects:

- Lexington Avenue Warehouse, San Bernardino
- Locust and Vineyard Warehouse, Rialto
- Newhope Drive Warehouse, Moreno Valley
- Baseline and Loral Warehouse, Rialto
- Alder and Miro Warehouse, Rialto
- Baseline Road (Palmetto and Tamarind) Warehouse, Rialto
- Lilac and Valley Warehouse, Rialto

The majority of the permitting activity we perform is to review and evaluate projects' compliance with CEQA and the National Environmental Policy Act (NEPA). Our experience also includes the preparation of visual simulations for visual resource assessments, air quality/greenhouse gas assessments, and Phase I Environmental Site Assessments. Lilburn Corporation staff are experienced in providing City Planning services and provide presentations to appointed and elected officials for project approval considerations.

Lilburn Corporation's key personnel are expert in preparing legally-defensible responses to public comments and Final CEQA/NEPA documents for Lead Agencies to make project approval decisions. Lilburn Corporation's experience in CEQA and NEPA compliance includes management/coordination of the public review process including conducting public scoping meetings, and presenting project findings to Lead Agency planning commissions, councils, and governing boards.

Lilburn Corporation
Incorporated in California on July 12, 1989
FEIN: 33-0366513
Contact Cheryl A. Tubbs, Vice President
cheryl@lilburncorp.com
(909) 890-1818

PROPOSAL FOR CEQA INITIAL STUDY
TPM 20048

Approach and Methodology

The City of Redlands is requesting the services of an environmental consulting firm to review Applicant-provided technical studies, prepare additional studies, and prepare and process a California Environmental Quality Act (CEQA) document for a TPM Applicant received (No. 20048) to develop a warehouse condominium project. Our methodology for preparation of the CEQA Initial Study, public review noticing, and presence at public hearings, as requested in the City's Scope Request is described herein. Our scope of work will lead to the City's adoption of a CEQA document that will provide for future development of the project. The City currently expects that the proposed project would comply with CEQA with preparation of an Initial Study/Mitigated Negative Declaration.

Our overall approach is summarized below. Following this summary, the tasks required are described in detail.

- ❑ Meet with City and Applicant to Review Proposed Project
- ❑ Prepare a Comprehensive Project Description for use in the Initial Study
- ❑ Review Technical Studies submitted by the Applicant
- ❑ Develop a Draft Initial Study and Mitigation Monitoring and Reporting Program (MMRP)
- ❑ Prepare required CEQA notices including Notice of Intent (NOI) and Notice of Determination (NOD)
- ❑ Submit NOI to the State Clearinghouse and produce and Circulate Initial Study as directed by City
- ❑ Review and Discuss Comments Received on Document; prepare or assist City staff with Responses
- ❑ Prepare Mitigated Negative Declaration for City adoption
- ❑ Meet with City staff prior to public hearing(s)
- ❑ Attend public hearings(s) to support City staff
- ❑ File NOD with the San Bernardino County Clerk of the Board
- ❑ Provide monthly progress reports and invoices

TASK 1: MEET WITH PROJECT APPLICANT AND CITY; REVIEW PROPOSED PROJECT AND OBJECTIVES

The purpose of this task is to collect and review all pertinent background data necessary to conduct the environmental analysis. It will be necessary to obtain sufficient design detail and site disturbance information to conduct an adequate environmental evaluation. We will review the Site Plan, Grading Plan, and Landscape Plan, as well as the project objectives. All focused technical studies provided by the Applicant will be obtained during the meeting for review and incorporation into the Initial Study.

PROPOSAL FOR CEQA INITIAL STUDY
TPM 20048

TASK 2: DEVELOP PROJECT DESCRIPTION

In this task we will prepare a CEQA Project Description for use in the Initial Study and for reviewing and preparing the technical reports. The Project Description will be developed in cooperation with City staff and the Applicant. The Project Description will include a summary of the project as proposed, a discussion of the site plan, and graphics. The graphics prepared for use in the Initial Study will be based in part on exhibits prepared to date by the project designers and engineers. Lilburn Corporation will review the Applicant's architectural renderings for adequacy in portraying changes in the visual character of the site. We will photograph the site to document surrounding land uses and current site conditions. Final approval of the Project Description will be provided by the City.

TASK 3: REVIEW FOCUSED STUDIES

The Applicant has to date submitted seven documents to the City for use in the project's evaluation: 1) Traffic Impact Analysis; 2) Air Quality/Global Climate change; 3) Cultural Resources Assessment; 3) Geotechnical Investigation; 4) Phase I Environmental Site Assessment; 5) Preliminary Drainage Study; and 6) Preliminary Water Quality Management Plan. Lilburn Corporation's Principals and subconsultants knowledgeable in each of the technical areas will review the studies to determine their adequacy for use in the CEQA document. A determination will be made regarding each studies' adequacy prior to using the information to complete the Initial Study.

If other studies are provided by the Applicant for incorporation into the Initial Study, we will review those at the City's direction and at a supplemental cost if necessary. Following our reviews for CEQA adequacy, we will prepare letter reports of findings for each study. If any information is missing or the analysis appears deficient for inclusion in the Initial Study, we will bring this immediately to the City's attention. Any necessary revisions to documents prepared by others would result in an extension of the project schedule.

TASK 4: PREPARE INITIAL STUDY & MMRP

Based on the findings of the technical studies prepared and reviewed, and the information contained in the Project Description, we will prepare an Administrative Draft Initial Study to evaluate all potential environmental impacts associated with the proposed Project. We will utilize the City's current format for an Initial Study. The Initial Study will include mitigation measures for any identified significant or potentially significant impacts, and supporting documentation as required. We will incorporate relevant and available information from the site visit and the technical studies.

Lilburn Corporation will address all CEQA and City-required environmental resource areas. We will summarize and incorporate the findings of all technical studies provided to us. We will assist Planning staff with identifying and/or refining any necessary mitigation measures that would result from the City's consultation with local Native American Tribes. Mitigation measures would be incorporated as necessary into the Initial Study to address potential impacts during the Project's construction phase.

**PROPOSAL FOR CEQA INITIAL STUDY
TPM 20048**

We will prepare a Mitigation Monitoring and Reporting Program (MMRP) to include mitigation measures identified in the circulated Initial Study and in consideration of any public input. Mitigation Measures may be amended or supplemented to address any valid public comments received and the City's responses to comments.

Lilburn Corporation will submit the Administrative Initial Study and MMRP electronically for the City's review. The City will then provide comments/revisions to Lilburn Corporation. Following completion of the review by staff, we will revise the document as necessary and prepare a final draft Initial Study. The City may conduct a final review before determining the document is ready to release for public review.

Notices and Circulation: Upon approval of the Initial Study, Lilburn Corporation will prepare notices for the City to conduct a 30-day public review. Our cost estimate includes the preparation of the Notice of Completion and Notice of Intent. We will also be responsible for circulating the document via certified mail to the State Clearinghouse, responsible and trustee agencies, and other interested agencies/parties including Tribal Governments. The City will prepare and post a legal notice in the Redlands Daily Facts (or other newspaper of general circulation). We will also prepare a Notice of Availability (NOA) for the City's distribution as required.

Upon completion of the public review period, our project team will review any public comments received on the document and discuss with the City any substantive changes that should be made to the project or the Initial Study as a result of the comments received. We will make any revisions to the Initial Study as determined necessary and as directed by the City.

TASK 5: FINAL DOCUMENTS

Upon completion of the public review process, we will discuss any comments received with City staff and determine whether any comments warrant a written response. We will work with City staff as necessary to prepare response letters if needed.

Lilburn Corporation will prepare the Notice of Determination (NOD) and upon City approval, we will file the notice, if requested with the County Clerk of the Board.

TASK 6: PROJECT MANAGEMENT & MEETINGS

Throughout the project, coordination with the City will be regularly initiated to discuss results of analyses, obtain additional information as necessary, resolve any contract administration issues, and provide schedule updates. We will attend a kick-off meeting and will participate in regular conference calls if directed.

Lilburn Corporation will attend a staff meeting to discuss the final CEQA document and findings prior to public hearings that will be scheduled with the Planning Commission (PC) and possibly City Council. Our Fee Proposal includes attendance at one public hearing before the Planning Commission; additional hearings may be required that would be attended as optional tasks and have been included in the Fee Proposal as such.

PROPOSAL FOR CEQA INITIAL STUDY
TPM 20048

Project Schedule

The schedule we propose is based on an assumed Notice-to-Proceed (NTP) date of April 11, 2019. The schedule presented below provides for adoption of a Mitigated Negative Declaration and filing a Notice of Determination in October of 2019. This assumes that changes to the project proposal are not made after we begin work. The schedule for the completion is however flexible and can be shortened or lengthened depending on a number of factors including the amount of time the City will need to review the submittals and provide input, and the number of comments received on the Draft Initial Study.

Milestones for each of the major tasks identified in our Scope of Work are shown on the following schedule. We are committed to meeting these milestone dates assuming no constraints to the schedule occur that are outside of our control. All personnel that will be assigned to this project have the capabilities to perform the work and their present workload has been accounted for in the schedule provided herein.

Project Schedule for CEQA Consulting Services
TPM 20048 – Warehouse Condominium Project

| Tasks | Duration (working days) | Target Completion Date |
|---|---|-----------------------------------|
| Site Visit, Kick-off Meeting | 1 | April 15, 2019 |
| Prepare CEQA Project Description | 5 days following Kick-off | April 22, 2019 |
| City Approval of Project Description | 5 days | April 29, 2019 |
| Review Applicant-provided Studies/Prepare Memos | 5 days following receipt of studies and approval of Project Description | May 6, 2019 |
| Prepare Administrative Draft Initial Study and MMRP (following receipt of revised or final studies) | 24 days | June 7, 2019 |
| City Review of Administrative Draft Initial Study & MMRP | 7 days | June 18, 2019 |
| Prepare 2 nd Version of Administrative Draft Initial Study | 10 days | July 3, 2019 |
| City Review and Comment; Compilation of Draft IS & MMRP for Public Review | 16 days | July 26, 2019 |
| Print Copies of IS for Noticing/Circulation | 2 days | July 30, 2019 |
| Public Review Period (begin July 31, 2019) | 30 days | August 30, 2019 |

PROPOSAL FOR CEQA INITIAL STUDY
TPM 20048

| Tasks | Duration (working days) | Target Completion Date |
|--|------------------------------------|-----------------------------------|
| Prepare Draft Responses to Comments | 5 days | September 9, 2019 |
| City Review of Responses to Comments | 2 days | September 11, 2019 |
| Prepare Final Responses to Comments | 2 days | September 13, 2019 |
| 1 st PC Public Hearing | | October 2019 |
| 2 nd Hearing (if necessary) and File NOD (5 days following Decision to Approve) | | |

EXHIBIT "B" **PROJECT COSTS AND HOURLY RATES**

Cost Estimate for Environmental Consulting Services **Initial Study for TPM 20048 - Proposed Warehouse Condominium Project** **City of Redlands**

| COST CATEGORY | | LABOR | | | | | | | | | | TOTAL ESTIMATED COSTS |
|---|---|---|--------------------------------|---|---------------------------------|-----------------------------|------------------------------|----------------|-------|---|----------------------|-----------------------------|
| TASKS | | Principal/ Project Director \$200/hr | Project Manager \$150/hr | Sr. Engineer/ Analyst \$100/hr | Engineer/ Analyst \$75/hr | CAD Designer \$115/hr | Word Processor \$10/hr | Labor Subtotal | | Subconsultant/ Other Direct Costs | | |
| | | | | | | | | Hours | Costs | | | |
| Task 1. Site Visit, Kick-off Mtg. w/ City & Applicant | | 2 | 4 | | 4 | | | | 10 | \$1,300 | | \$1,300 |
| Task 2. CEQA Project Description | | 1 | 6 | | 2 | | | | 9 | \$1,250 | | \$1,250 |
| Task 3. Review Applicant's Studies for CEQA Adequacy | | 6 | | 6 | | | | | 12 | \$2,100 | \$4,500 ^a | \$6,600 |
| Task 4. Initial Study & Notices for Public Review | | 2 | 48 | | 110 | 2 | 6 | | 168 | \$16,680 | | \$16,680 |
| Task 5. Final Documents/MMRP/NOD | | 1 | 6 | | 10 | | 4 | | 21 | \$2,250 | | \$2,250 |
| Task 6. Project Management, Staff Mtg. & PC Hearing | b | 4 | 12 | | 2 | | | | 18 | \$2,750 | | \$2,750 |
| TOTAL TASKS | | 16 | 76 | 6 | 128 | 2 | 10 | | 238 | \$26,330 | \$4,500 | \$30,830 |

^a Subconsultants (5% mark-up)

^b Additional Public Hearings = \$750/meeting

EXHIBIT "C"**WORKERS' COMPENSATION INSURANCE CERTIFICATION**

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

☒ I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

 I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

LILBURN CORPORATION

Date: 4/16/19

By: Cheryl A. Tubbs
Cheryl A. Tubbs, Vice President