

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 13th day of March, 2020 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and LSA Associates, Inc. ("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 August 31, 2020.

- 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 forty-six thousand, eight hundred seventy dollars (\$46,870). 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:

Mike Trotta, CEO
LSA Associates, Inc.
1500 Iowa Avenue, Suite 200
Riverside, CA 92507
mike.trotta@lsa.net
(951) 781-9310

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 officials, 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

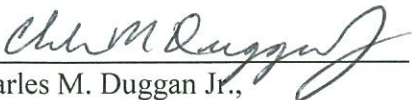
- 8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a 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 any of 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

LSA ASSOCIATES, INC.


Charles M. Duggan Jr.,
City Manager


Mike Trotta, CEO

Attest:


Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

SCOPE OF WORK

LSA proposes the following tasks to complete technical memoranda and an Initial Study/Mitigated Negative Declaration (IS/MND) for the proposed project. If the results of the IS determine that an MND is not the appropriate CEQA document and an Environmental Impact Report is required, LSA will coordinate with the City to adjust the scope of work, budget, and schedule to minimize delay and additional cost in completing the CEQA process for this project.

Task 1.0: Project Initiation

Task 1.1: Project Initiation

A project kick-off meeting will be held to ensure an orderly flow of project efforts. The meeting will be held with City staff and other project team members as appropriate in order to accomplish the following:

- Establish a mutual understanding of the CEQA program objectives and key issues, explore community concerns regarding the proposed project, and discuss the City's expectations for the consultant's work effort.
- Identify City contacts, neighborhood associations, or service organizations whose input will be vital to the successful completion of the CEQA program.
- Refine the scope of work to be performed, including related technical memoranda.
- Define protocols for requesting information of City staff and City team members.
- Refine the project schedule, establish protocols for product review and coordination with the City, and define project milestones and decision points.
- Obtain plans, reports, ordinances, and studies applicable to the project.
- Obtain the City's mailing list for environmental documents.

Prior to the kick-off meeting, LSA will identify its document and information needs to assist the City and the City team members in accumulating the background information necessary to initiate the program. These needs may include the following:

- Planning application materials for the proposed project;
- Relevant planning and General Plan data and mapping for the site and surrounding area; and
- Recent technical or environmental studies from the surrounding area.

LSA will collaborate with City staff and the applicant team members in defining the project description and reviewing the proposed scope of work. LSA will draft a comprehensive project description based on the most recent information provided by City in addition to the project information provided by the project applicant or other team members. The project description will provide a detailed narrative of the proposed project, operational characteristics, and geographical setting as required by CEQA.

Additionally, LSA will visit the project site to establish an understanding of existing site conditions, the physical setting of the proposed project site, and the relationship between the project site and adjacent land uses.

Task 1.1 Deliverables: Minutes of the kick-off meeting clarifying the project's objectives and (as applicable) a revised project schedule. The kick-off meeting minutes will be provided to the City in an electronic format for review and approval.

Task 1.2: Project Description

A clear understanding of the project is fundamental in the successful completion of the environmental documents. Based on information provided by the City and/or applicant team, LSA will review and refine the project description. The project description will provide a detailed narrative of the various project components including (but not limited to) proposed structures and features, grading, infrastructure, landscaping, utility features, required City actions, project objectives, and related information. LSA will submit the project description to the City for review and approval. As required, LSA will amend the project description to incorporate City review comments.

Task 1.2 Deliverables: The project description will be provided to the City in electronic format for review and approval.

Task 2.0: Technical Studies/Peer Review

The following applicant-prepared technical studies will be available for review and (as appropriate) incorporation into the CEQA document:

- *Results of a Biological Reconnaissance Survey conducted at the approximately 10-acre Palm Property, in Redlands, California, ECORP Consulting Inc., February 8, 2019.*
- *Cultural Resources Assessment and Historic Resources Evaluation, 301 Wet Palm Avenue, BRC Consulting LLC, October 24, 2019.*
- *Palm Avenue Residential Project Noise Impact Assessment, ECORP Consulting, Inc., August 2019.*

Task 2.1: Peer Review of Technical Studies

The Cultural Resources Assessment, Biological Resources Study, and Noise Study prepared for the project applicant will be peer-reviewed prior to use as part of the project's compliance with CEQA. For these studies, LSA will:

- Review the project description, project assumptions, and project data to ensure the analysis addresses a project that is substantially consistent with that presented to the City for review;
- Review the methodology, approach, and assumptions of each report to ensure that the technical analysis follows the standards and requirements of the appropriate overseeing agency;
- Review the project data and site conditions to ensure that the baseline conditions are essentially unchanged since the time the studies were completed and confirm that no change in site conditions is anticipated or updates are required;
- Review the findings and conclusions of each report to ensure a sufficient discussion of project-specific impacts and the identification of mitigation in accordance with CEQA has been provided;

- As necessary, contact technical authors and/or City staff to clarify specific analysis and/or requirements; and
- Provide a written summary of project mitigation measures that should be carried forward into the CEQA document.

Cultural Resources: An LSA architectural historian will conduct a peer review of the Cultural Resources Assessment and Historical Resource Evaluation for 301 West Palm Avenue prepared by BCR Consulting in 2019. The peer review will analyze the methodology and findings in the context of CEQA compliance and current professional standards and practices. LSA will provide a memorandum and, if appropriate, a comments matrix that discusses our conclusions regarding the adequacy of the 2019 report in terms of CEQA compliance.

Biological Resources: LSA will provide peer review of the biological report prepared by the applicant's consultant, dated February 8, 2019. A qualified LSA biologist will evaluate the report to verify that appropriate biological assessment methodologies were implemented, and will review the adequacy of the report's results, conclusions and recommendations relative to CEQA requirements for assessment of impacts to biological resources. LSA's evaluation of the report will be based on a review of the report itself, a review of aerial photographs and U.S. Geological Survey (USGS) topographic maps, and a literature review, including a search of the California Natural Diversity Data Base. It may also include a field visit to observe the project site from public right of way.

Noise: LSA will review the noise impact assessment for the Palm Avenue Residential project to ensure that adequate noise and vibration impact analysis has been provided to address applicable City noise standards and the California Environmental Quality Act (CEQA). The review will also include a verification that proper noise sources and noise levels have been identified and evaluated. In addition, any potential noise or vibration impacts identified will need to be attenuated to a level that is considered less than significant. LSA will provide one follow up review to ensure that the noise impact assessment was revised adequately based on peer review comments.

Task 2.1 Deliverables: One copy each (hard copy and electronic) of a memorandum identifying all peer review comments, including the identification of any additional analysis or information required for CEQA sufficiency.

*Please Note: This scope and cost estimate **does not** include efforts to update or revise the findings of any previously prepared studies, reports, or investigations. All documents to be peer-reviewed will be complete and contain all appendices, figures, tables, supporting documentation, and analyses prior to the commencement of the review.*

Task 2.2: Air Quality/Greenhouse Gas Emission Modeling and Memorandum

The proposed project is located in the South Coast Air Basin (Basin), the air quality of which is administered by the South Coast Air Quality Management District (SCAQMD). Based on the activities detailed in the project description and traffic data, LSA will model potential air quality, greenhouse gas (GHG), and localized impacts that may result from the project using the CalEEMod (Version 2016.3.2) air quality model and following the SCAQMD *CEQA Air Quality Handbook* guidelines.

NOTE: This scope and cost estimate includes up to 30 hours of staff time to model and summarize potential air quality/GHG emissions. LSA will provide an augment to this scope and cost estimate should the City request or the modeling data suggests a higher level of analysis and/or documentation is warranted. Modeling efforts may require information related to the duration and nature of site development and project operation. It is expected this information will be provided prior to the start of

the modeling effort. Delays in the receipt of required information may correspondingly delay completion of this modeling effort.

Task 2.2 Deliverables: LSA will summarize the results of the modeling effort in a memo to be reviewed by the City. This scope and cost estimate anticipates one round of review/revision. LSA will submit the final memo (and supporting model runs) in electronic format (as a PDF file) on a flash drive.

Task 2.3: Trip Generation Memorandum

LSA will prepare a trip generation memorandum (Memo) for submittal to the City's Traffic Engineer. Weekday a.m. and p.m. peak hour trip generation for the proposed project will be developed using rates from the Institute of Transportation Engineers (ITE) Trip Generation (10th Edition) Manual or other sources approved by the City. The purpose of the Memo will be to conclude that the proposed project is anticipated to generate less than 50 net new peak hour trips and therefore a traffic impact analysis (TIA) will not be required. The Memo will be submitted to the City as an Adobe Acrobat PDF file.

If the City determines that a TIA is required, upon request, LSA can submit a contract amendment request to provide a schedule and cost estimate for preparation of the TIA.

Task 2.3 Deliverables: LSA will prepare one digital draft Memo as described above will be submitted to the client/City for review. A final Memo will be submitted as an Adobe Acrobat PDF file

Task 3.0: Initial Study

Task 3.1: Screencheck Initial Study/Mitigated Negative Declaration

LSA will prepare an Initial Study/Mitigated Negative Declaration (IS/MND) for the project, identifying the potential effects development and operation of the proposed development will have on the environment. As necessary, mitigation will be identified to reduce the impacts of the proposed project to less than significant. In addition to the peer-reviewed materials detailed in Task 2.0, LSA will incorporate other relevant applicant-supplied material including (but not limited to) drainage studies/water quality management plans, architectural renderings/elevations, view simulations, public utility "will-serve" letters, lighting/photometric analysis, and/or other project-specific studies/material. LSA will review the City General Plan, pertinent environmental data, and other relevant documents to ascertain the existence of and/or extent of potential environmental impacts.

Native American consultation efforts mandated under Assembly Bill 52 (AB 52) will be conducted by the City. As relevant, it is anticipated the City will provide required information related to the results of this consultation for incorporation into the CEQA document.

LSA will address the following environmental issues presented in the IS/MND as they relate to the proposed project, applicable City standards, and/or the standards of State or federal entities:

- | | |
|--|---|
| ☐ Aesthetics | ☐ Mineral Resources |
| ☐ Agriculture and Forestry | ☐ Noise |
| ☐ Air Quality | ☐ Population and Housing |
| ☐ Biological Resources | ☐ Public Services |
| ☐ Cultural Resources | ☐ Recreation |
| ☐ Energy | ☐ Transportation |
| ☐ Geology and Soils | ☐ Tribal Cultural Resources |
| ☐ Greenhouse Gas Emissions | ☐ Utility and Service Systems |
| ☐ Hazards and Hazardous Materials | ☐ Wildfire |
| ☐ Hydrology and Water Quality | ☐ Mandatory Findings of Significance |
| ☐ Land Use and Planning | |

This scope and cost estimate assumes two rounds of review by the City. LSA anticipates a consolidated and non-contradictory set of comments from the each review cycle. As necessary, LSA will make appropriate revisions to the document to address review comments. Additional rounds of review may be conducted under an augment to this scope and budget.

The IS/MND will include all referenced technical studies prepared by LSA and/or provided by the applicant (as PDF files.) Completion of the IS/MND will be within 45 days of receipt of all relevant and required information, including project-specific plans, studies, development applications, revisions to applicant-prepared studies and related materials (including written City confirmation of CEQA adequacy for studies not peer-reviewed under this scope and cost estimate). Any delay in the receipt of all or part of these required data may necessitate an extension of the estimated completion date.

LSA will resubmit the IS/MND within five business days of receipt of consolidated, non-contradictory review comments from the City.

Task 3.2: Mitigation Monitoring and Reporting Program

Following completion of the IS/MND LSA will prepare a Mitigation Monitoring and Reporting Program (MMRP) to implement the mitigation measures outlined in the IS for the proposed project. The mitigation measures will be identified using the City's preferred mitigation matrix for ease in tracking implementation. The MMRP will be attached to the IS/MND that is distributed for public review.

Task 3.2 Deliverables: LSA will provide Word and PDF copies of the IS/MND and MMRP for each submittal via electronic mail or file-sharing site. Revisions to client and/or City comments will be identified via redline/strikeout (RLSO) text.

NOTE: This scope does NOT include efforts resulting from attorney and/or third-party peer review(s) of the IS. As required and authorized by the City, additional work to address attorney and/or third-party peer review comments will be conducted on a time-and-materials basis. Also, the peer review of technical studies not specifically identified in this scope and cost estimate will be evaluated by the City for their appropriateness to be used in the CEQA document.

Task 4.0: Public Review

Task 4.1: IS/MND Materials

Once the IS has been reviewed and approved for distribution, LSA will prepare the Notice of Intent (NOI) and Notice of Completion (NOC). LSA will use standard forms or those provided by the City, whichever is preferred. LSA will prepare the IS/MND for public review within five days of City authorization for public review.

Because the project is not regionally significant and as approved by the City, a 20-day public review period may be appropriate; otherwise, the IS/MND will be circulated for the full 30-day public review period. This scope and cost estimate assumes the City will provide a current public agency distribution list, will post the NOI in local newspaper(s), and notice adjacent/nearby property owners (as necessary). As requested, LSA will post the NOI with the San Bernardino County Clerk. LSA will distribute via overnight mail and to agencies/organizations on the City-provided distribution list via certified mail (return receipt). LSA will provide the City evidence of all mailings and posting related to the distribution of the IS/MND.

As permitted by the City, the NOI will provide a web link to provide access to electronic copies of the IS/MND and supporting studies. This will assist in the conservation of resources through the elimination of unnecessary printing and distribution. If hard copies of the IS/MND are required during public review, distribution will be limited to 25 copies to the IS/MND (with appendices on flash drive).

Task 4.1 Deliverables: LSA will provide the City with up to five copies of the IS/MND for City records. The technical appendices will be included only as PDF files on flash drives. As required, up to 25 copies of the NOI will be provided. Hard copies of the IS/MND, supporting appendices, and MMRP will be provided as PDF files on flash drives.

Additional copies will be provided on a time-and-material basis. One electronic copy (PDF file) of the IS/MND and related technical appendices will be provided to the City for posting on its website.

Task 4.2: Response to Comments

Upon close of the public review period on the IS/MND, LSA will prepare responses to public and agency comments received. It is anticipated that the proposed project will elicit minimal controversial and/or detailed comments. For this reason, this scope and cost estimate assumes up to 20 hours of staff time will be required for this task. Work efforts related to this task in excess of the time identified in this scope and cost estimate will be billed on a time-and-materials basis.

As necessary, LSA will respond to the comments received on the IS/MND within 14 days of receipt of a complete set of comments received during the public review period. Once draft responses to comments are completed, they will be submitted to the City for review and comment.

As required, the IS/MND will be revised to incorporate and address relevant comments/data received during the public review period. Revisions to the IS/MND will be identified to facilitate subsequent review. All comments received on the IS/MND during the public review period, as well as the responses to comments, will be included as an appendix to final CEQA document. As required by State law, it will be necessary to distribute the responses to comments directly to each commenting agency ten days prior to the public hearing decision on the MND. Delivery of the Response to Comments will be provided to commenting agencies via certified mail (return receipt.)

Task 4.2: Deliverables: LSA will provide the City with one electronic copy of the Response to Comments.

Task 4.3: Public Hearing Initial Study/Mitigated Negative Declaration and Notice of Determination

LSA will prepare up to five hard copies and one electronic copy of the IS/MND (revised as warranted), including the NOI, responses to comments (if any), MMRP, and supporting documentation. LSA will also provide copies of all the technical studies as appendices on a flash drive with each hard copy.

Subsequent to adoption of the IS/MND, LSA will prepare the Notice of Determination (NOD) for submission to the San Bernardino County Clerk of the Board. It should be noted that failure to file the NOD within five business days of project approval will substantially increase the period in which the project approval may be legally challenged.

This scope and cost estimate does not include the payment by LSA of any filing fee. Effective January 1, 2020, the California Department of Fish and Wildlife filing fee is **\$2,406.75**. The County of San Bernardino assesses an additional **\$50.00** filing fee. LSA will file applicant-supplied payment with submittal of the NOD to the County Clerk of the Board, at the request of the City.

Task 4.3 Deliverables: LSA will provide the City with up to five hard copies and one electronic copy of the IS/MND. The technical appendices will be included only as PDFs on flash drives.

Task 5.0: Management and Meetings*Task 5.1: Project Management*

LSA ensures the smooth functioning of the CEQA process for the project by maintaining open communications with City staff and the applicant team members. LSA will maintain a continuous liaison with City staff and applicant team members by identifying and defining key issues as they arise and coordinating responses acceptable to the City staff.

Task 5.2: Meetings

Project Meeting(s). LSA will attend up to two (2) in-person meetings with City staff: one kick-off meeting with City staff and the applicant; and one internal meeting with City staff prior to a Planning Commission and/or City Council hearing.

Planning Commission. LSA will attend up to two (2) Planning Commission hearings to consider the environmental document(s) and action on the proposed project. If requested, LSA will make presentations explaining the content, findings, and determinations of the document(s), and will respond to relevant comments raised during public hearings.

City Council. As required, LSA will attend one (1) meeting of the City Council to consider approval of the environmental document(s) and action on the proposed project. If requested, LSA will make presentations explaining the content, findings, and determinations of the document(s), and will respond to relevant comments raised during public hearings.

Task 5.0 Deliverables: As requested, one electronic copy of notes based on attendance at two in-person meetings, two Planning Commission public hearings and one City Council meeting related to the project.

EXHIBIT "B"

PROJECT COSTS AND HOURLY RATES

PROJECT SCHEDULE

LSA anticipates providing the City with an administrative draft of the Initial Study within **six weeks** of authorization to proceed. This delivery will be dependent upon the timely receipt of all required data and project materials and the adherence to the review times identified below.

NOTE: Should the peer review(s) identify issues requiring revision of previously prepared technical studies, LSA must receive any revised technical study prior to the submittal of the Administrative Draft IS/MND to the City. Delays in the receipt of any revised technical study by the applicant/study authors may correspondingly delay completion of the IS/MND work effort.

Processing of the IS/MND will require a minimum of 20 days for public review, plus time to respond to comments and for City staff to prepare a staff report. Based on the proposed scope of work, LSA anticipates processing of the IS/MND through adoption (including public review) can be completed approximately **4-5 months** after authorization to proceed.

LSA will maintain the following project schedule as outlined in the City's RFP:

1. Complete the draft Initial Study and submit electronically for City's review within **45 days or less** from issuance of the Authorization to Proceed.
2. After City's review of the administrative draft Initial Study and comments/revisions provided to LSA, LSA will prepare the final draft Initial Study and resubmit electronically to the City for final review within **fourteen (14) days**.
3. After direction by the City to release the document for public review, LSA will produce and circulate the Initial Study to all identified local/regional/State agencies and interested Tribal Governments, within **five (5) days**.
 - LSA will use certified mail to document deliveries, and provide the delivery confirmations to the City.
 - The City will provide the approved mailing list.
 - LSA will provide five printed copies of the Initial Study and 5 flash drives with technical appendices and technical reports.
4. LSA will collate all public comments and comment letters regarding the Initial Study, prepare and/or assist City staff with preparing written Responses to Comments, and submit electronically for City's review **within fourteen (14) days** after the public review of the Initial Study. City staff will receive all comments, and forward to LSA as soon as possible after receipt (generally the same business day).
5. LSA will produce a hard copy Response to Comments document **within five (5) days** after City's approval of the Responses to Comments.
6. LSA will provide **five (5) printed copies** of the Response to Comments to the City along with the Final Initial Study.
7. After the decision on the project, LSA will file the required Notice of Determination (NOD) **no more than five (5) days** from the decision date, and preferably less than five days if possible.
8. Throughout the project LSA will provide regular progress reports and invoices on a monthly basis.

TASKS	TIME	ELAPSED DURATION
Notice to Proceed	—	NTP
Task 1.0: Project Initiation		
Kick-off Meeting, Site Visit, etc.	1 day	—
Task 2.0: Technical Studies		
2.1: Peer Review of Noise, Biological and Cultural studies	2 weeks	NTP + 2 weeks
2.2: Air Quality Modeling/Memorandum	3 weeks	NTP + 3 weeks
2.3: Trip Generation Memorandum	2 weeks	NTP + 2 weeks
Task 3.0: IS/MND		
3.1: Initial Study (first submittal)	6 weeks	NTP + 6 weeks
City Review	2 weeks	NTP + 8 weeks
Initial Study (second submittal)	1 week	NTP + 9 weeks
City Review	2 weeks	NTP + 11 weeks
3.2: Mitigation Monitoring Plan	1 day	NTP + 11 weeks
Task 4.0 Public Review IS/MND and Response to Comments		
4.1: IS/MND Materials	1 week	NTP + 12 weeks
Start Public Review Period	1 day	NTP + 12 weeks
End Public Review Period	30 days	NTP + 16 weeks
4.2: Response to Comments	1 week	NTP + 17 weeks
4.3: IS/MND (revised as appropriate)	1 day	---
City Staff Review	2 weeks	NTP + 19 weeks

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.

LSA Associates, Inc.

Date: 03/30/2020

By: 
Mike Trotta, CEO