

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 3rd day of June, 2020 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Rincon Consultants, 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," titled "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 March 31, 2021.

- 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 Seventy Thousand Ninety Six Dollars (\$70,096). City shall pay Consultant on a time and materials basis, up to the not to exceed amount, in accordance with Exhibit "B," titled "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:

Deanna Hansen, Principal-in-Charge
Rincon Consultants Inc.
1980 Orange Tree Lane, Suite 105
Redlands, California 92374
dhansen@rinconconsultants.com
(213) 788-4842 x 2056

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," titled "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.

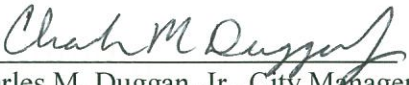
ARTICLE 8 – GENERAL CONSIDERATIONS

- 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


Charles M. Duggan, Jr., City Manager

RINCON CONSULTANTS, INC.


Deanna Hansen, Principal-in-Charge

ATTEST:


Jeanne Donaldson, City Clerk

EXHIBIT "A" SCOPE OF SERVICES

1 Approach and Methodology

1.1 Understanding of the City

Rincon established a Redland's office in 2016 to service the Inland Valley areas of San Bernardino, Riverside, and Los Angeles counties. Redlands is a desirable community to live and work, and more than 60 percent of our Redlands team lives within the City. We have enjoyed seeing the area evolve and look forward to what is in store next with the Metrolink/Arrow project, and the ongoing revitalization of the downtown area. We are enthused to be part of the City's evolution:

1.2 Work Program

Based on discussion with the City, as well as our preliminary examination of the proposed project, an Initial Study (IS) leading to the adoption of a Mitigated Negative Declaration (MND) seems to be the appropriate document under the California Environmental Quality Act (CEQA). An IS will be prepared, supported by project-specific technical reports, desk top analysis and readily available resources, and direct analysis supported by facts. The results of the IS will confirm whether the adoption of an MND is appropriate, or an EIR should be prepared.

Rincon will prepare the following project-specific evaluations in support of the IS-MND:

- Aesthetics Evaluation
- Biological Report
- Cultural Resources Assessment

A peer review of the traffic study will be conducted by our traffic subconsultant, Ganddini Group. In addition, Rincon will review applicant-provided technical studies for CEQA sufficiency. Our detailed work program is provided below

Task 1 Project Initiation

The Rincon team will hold a coordination meeting with the City, and if desired, the project applicant to: (a) tailor the planning process to address specific needs and goals of the City; and (b) confirm the scope of technical study work, deliverables, and schedule. The scope and schedule, including public notification components and additional tasks, will be refined based on our discussions. Working schedules will be finalized, and details for scheduled tasks will be discussed. Rincon will prepare an

About the City of Redlands

Region

San Bernardino County

Year Incorporated

1888

Population

71,586 (U.S. Census 2018)

Size

46 square miles (includes City's Sphere of Influence)

Recreation

424.2 acres of total parkland

Noted Businesses

- University of Redlands
- ESRI
- Transit Villages
- Redlands Municipal Airport
- Hangar 24 Brewery
- Citrus Plaza/Mountain Grove
- Redlands Packing House District
- Redlands Community

agenda and identify any outstanding document and information needs and will prepare and circulate a summary identifying action items after the kickoff meeting.

Project initiation also includes internal project setup, and a site visit for the Project Manager and one additional Rincon team member.

Task 2 Technical Studies

Subtask 2.1 Aesthetics Evaluation

This analysis will include determination of key viewpoints from various directions toward the project site and determine a baseline of visual quality that includes development and views toward mountain ranges that form the background and horizon for much of the region. Rincon will review all pertinent policies and guidelines that govern visual quality and community place-making in the city, to evaluate the degree to which the project fits with objectives for visual quality. We will provide a detailed description of the proposed project that serves as a visual “data set” from which we can determine the effect on the visual quality and the viewsheds. This allows us to offer a determination of impacts and potential mitigation measures, if needed, to ensure the proposed project integrates and contributes to with the regional sense of place and the goals the City has for development in the area.

Subtask 2.2 Biological Resources Assessment

Rincon will prepare a Biological Resources Assessment (BRA) letter memorandum addressing the CEQA Guidelines Appendix G checklist questions related to biological resources on the 22.51-acre project site, based on a desktop literature and agency database review and a single site visit to assess on-site conditions. Rincon will review project plans, aerial imagery, agency databases (i.e., California Natural Diversity Database [CNDDB], California Native Plant Society [CNPS] Inventory of Rare and Endangered Plants, and U.S. Fish and Wildlife Service Information for Planning and Consultation database) and other available literature for context and understanding of the biological concerns related to the project. This information will provide the historical context for what sensitive biological resources could potentially be present on the project site and will inform Rincon biologists of the potential concerns related to project implementation.

After completing the desktop analysis, Rincon will conduct a biological reconnaissance field survey to document existing biological conditions, field-verify and refine vegetation community and land-cover type mapping, map any sensitive biological resources currently on-site, and record observations of plant and wildlife species. Incidental observations of special-status or otherwise sensitive biological resources will be recorded and documented in the memo. The potential for the project site to support special-status species will be based on an analysis of habitat suitability only. No protocol surveys to formally establish the presence or absence of species are included in this scope.

Based on initial desktop review, Rincon does not expect the project site to support special-status species; therefore, we assume that no special-status species will have potential to occur on the project site and detailed discussion of them in the BRA will not be necessary. Based on initial desktop review, approximately three trees appear to be present on the project site. Assessment of and reporting on diameter at breast height (DBH) of tree species, therefore, may be necessary. Finally, while initial desktop review indicates that there is a flood control channel adjacent to the project site’s northeastern boundary, Rincon assumes that proposed project activities will not directly impact the channel. As a result, a formal jurisdictional delineation is not included in this scope; the biological reconnaissance survey will include a general assessment of potentially jurisdictional features only.

We assume that no off-site staging areas proposed for use during construction will need to be assessed in addition to the site itself, site access will be coordinated by the City of Redlands, and a complete project description and spatial data will be provided by the City of Redlands to facilitate the biological resources impact analysis in the BRA letter memorandum.

Rincon will prepare a BRA letter memorandum to address the baseline biological conditions of the project site as well as the CEQA Appendix G questions as they relate to sensitive biological resources. This includes presenting the findings of the desktop analysis and reconnaissance field survey, followed by an impact analysis and recommended measures for potential impacts to protected biological resources that may result from the proposed project.

Subtask 2.3 Cultural Resources Assessment

Cultural Resources Records Search

Upon notice to proceed (NTP), Rincon will conduct a California Historical Resources Information System (CHRIS) records search of the project site and a 1-mile radius around it at the South Central Coastal Information Center (SCCIC) located at California State University, Fullerton. The primary purpose of the records search is to identify any cultural resources known to exist within or adjacent to the project site. The records search will also reveal the nature and extent of any cultural resources work conducted within or near the project site. Rincon understands the area near the project site is sensitive for cultural resources and will retain copies of site records within a 1-mile radius of the project site. We have assumed that SCCIC direct expenses will not exceed \$600.

Field Survey

Rincon will conduct a Phase I pedestrian survey of the vacant project site, a total area of approximately 22.51 acres. A Rincon archaeologist will conduct the survey using pedestrian transects spaced at maximum intervals of 10 meters, covering the project site. Transect accuracy will be maintained through use of a hand-held global positioning system (GPS) unit. For the purposes of this proposal and cost estimate, Rincon assumes that access will be granted for the survey, a Native American monitor will not be required for the survey, and the survey will be negative for cultural resources. Should any cultural resources be identified during the survey, a scope and budget augmentation will be requested for formal recordation or record updating. No testing or excavation will be conducted, nor will any artifacts, samples, or specimens be collected during the survey. Rincon assumes the survey effort will be completed by a single archaeologist in a one, 8-hour day.

Native American Outreach

Rincon Consultants will submit a search request of the Sacred Lands File to the Native American Heritage Commission (NAHC) to collect additional background information regarding the presence of cultural resources within or near the project site. Following receipt of the results, Rincon will prepare and mail letters to Native American contacts provided by the NAHC who may have knowledge of cultural resources within or near the project site. Rincon assumes up to 20 contacts will be provided by the NAHC and no follow-up outreach (email, phone calls) will be required. This task does not constitute government to government consultation under Assembly Bill 52 (2014). Rincon understands the City of Redlands will complete this consultation effort.

Cultural Resources Technical Report

Rincon Consultants will prepare a technical report documenting the results of the cultural resources record search, pedestrian survey, Native American outreach, and will provide management recommendations for cultural resources within or near the project site. The report will be prepared following the California Office of Historic Preservation's Archaeological Resource Management Reports (ARMR): Recommended Contents. The report will include figures depicting the area surveyed and studied for cultural resources. Draft copies of the report (digital pdf) will be submitted to the City of Redlands for review and approval. Rincon assumes one round of minor comments following the documentation process will be necessary. Once reviewed, digital copies of the final report will be prepared and submitted.

Subtask 2.4 Assembly Bill (AB) 52 Consultation Assistance

Under AB 52, the City, as the lead agency, is required to begin consultation with California Native American tribes that are traditionally and culturally affiliated with the project area prior to the release of a negative declaration, mitigated negative declaration, or environmental impact report. Under this task, Rincon will assist the City in identifying or refining any mitigation measures that would need to be incorporated into the project.

Subtask 2.5 Peer Review Traffic Study

Ganddini Group will conduct a peer review of the applicant provided technical study, using generally accepted standards with a focus on key elements of the analysis. The following tasks are anticipated:

- Obtain and review the project description and site plan. Discuss the proposed project with the consulting team, as necessary.
- Conduct a field survey to verify existing study intersection traffic control devices and lane configurations.
- Review the proposed project trip generation calculation, methodology, and supporting documentation for accuracy, reasonableness, and defensibility.
- Review traffic counts for adequacy in terms of dates/time periods collected and check for consistency with traffic volumes used in the Level of Service analysis.
- Review the forecasting methodology for consistency with transportation planning standards in the City of Redlands.
- Review Level of Service tables and findings for consistency with supporting calculations.
- Review intersection analysis parameters, assumptions, and impact evaluation for consistency with applicable guidelines and thresholds established by the City of Redlands, California Department of Transportation, San Bernardino County Congestion Management Program, and general CEQA compliance.

Ganddini will prepare a written memorandum summarizing the peer review of the report and review the revised traffic report to confirm deficiencies have been addressed.

Subtask 2.6 Sufficiency Review of Applicant Provided Studies

Rincon will review the below applicant-provided technical reports for adequacy in supporting the related CEQA analysis on these topics. Rincon will assume that the facts provided are correct, and confirm that the approach and analysis is reasonable, and conclusions are appropriately supported.

Rincon will indicate the results of its review in one or more memorandums, focusing on any deficiencies that should be addressed:

- Air Quality/Greenhouse Gas/Energy Analysis
- Health Risk Assessment
- Soils Report/Geotechnical Study
- Noise Analysis
- Drainage Study
- Preliminary Water Quality Management Plan
- Phase I Environmental Site Assessment

Task 3 Initial Study-Mitigated Negative Declaration

Based on discussion with the City, as well as our preliminary examination of the proposed project, and assuming that the results of technical analysis are supportive of a less than significant finding, an IS that provides information sufficient for the City of Redlands to adopt a MND will be required. As such, a scope and cost for this level of effort is provided below. If the IS or technical studies identify a potentially significant impact that cannot be mitigated to a less-than-significant level, we would notify the City immediately and provide recommendations to ensure compliance with CEQA, such as the development of a focused EIR.

The IS-MND will be prepared using the City's preferred environmental checklist format and will address each checklist item. The analysis in the IS-MND will use existing data and analyses, including technical reports prepared by the applicant project team, Rincon, and previous environmental documents in the site vicinity, to the extent practical. Where appropriate, in relation to established thresholds of significance, impacts will be quantified. A determination of significance will be made for each topic, and mitigation measures will be provided, for any significant effects identified. Rincon will use the CEQA Guidelines to assess potential environmental impacts (e.g., No Impact, Less than Significant, Less than Significant with Mitigation, and/or Significant and Unavoidable) for each required topic. The IS will include necessary exhibits, supplemental reports, and supporting documentation.

The City has indicated that the following topics would require particularly detailed evaluation and careful consideration: traffic, cultural resources, and aesthetics.

Technical Approach to Environmental Topics

Our general approach to analyzing the topics in the current CEQA checklist is described below. As appropriate for each topic, applicable mitigation measures will be identified.

Aesthetics, Light, and Glare	Long-term visual impacts (i.e., visual character and public views from on-site and adjacent areas) resulting from the project will be reviewed based on the technical analysis described under Task 2. The analysis will consider light and glare impacts from developed features and vehicle headlights. Other information will be incorporated into exhibits and discussion, if provided, such as elevations, photographic-simulations or artist renderings.
Agriculture and Forestry	This discussion will evaluate project impacts on farmland or forestland, with an emphasis on the surrounding uses, current and past agricultural use.
Air Quality	The analysis will include qualitative and quantitative evaluation of air quality emissions resulting from project construction and subsequent operation. This analysis will be based on the applicant-provided air quality report.

Biological Resources	This discussion will evaluate existing biological resources on-site and consider impacts to species, habitats, wetlands and wildlife corridors. The IS will also discuss local policies and ordinances protecting biological resources. Analysis will be based on the biological resources report described under Task 2. Recommendations identified in the reports will be used to draft appropriate project-level mitigation, if required.
Cultural Resources	This discussion will summarize the analysis and findings from the project specific cultural resources assessment described in Task 2.
Energy	The analysis will include qualitative and quantitative evaluation of energy consumption resulting from project construction and operation, and will rely, in part, on applicant-provided reports (air quality, traffic, etc.).
Geology and Soils	Based on the Applicant-provided geotechnical report, and readily available sources (general plan, state resource maps, etc.), this analysis will identify existing regional and site-specific geology and soils constraints (such as liquefaction, collapsible soils, and subsidence). As necessary, the analysis will identify erosion control criteria and grading requirements to achieve consistency with the City's geologic and grading standards and policies.
Greenhouse Gas Emissions	The analysis will include qualitative and quantitative evaluation of greenhouse gas emissions resulting from project construction and subsequent operation, with an emphasis on the project construction program. This analysis will be based on the applicant-provided greenhouse gas emissions report.
Hazards and Hazardous Materials	Hazard conditions will be examined, based upon the project-specific Phase I Environmental Site Assessment, if provided by the applicant, and desktop research, including the City General Plan, state and local hazard maps.
Hydrology and Water Quality	The applicant-provided hydrology report, and other readily available hydrology/drainage resources for the project area will be reviewed to identify existing localized flooding or drainage problems. The review will consider changes in absorption rates, drainage patterns, storm drain improvements, and downstream effects. The potential for the project to violate water quality standards or waste discharge requirements will also be analyzed. Standard Urban Stormwater Mitigation Plan (SUSMP) and National Pollutant Discharge Elimination System (NPDES) requirements will be referenced and incorporated as appropriate. Water supply discussion will be based on information provided by the water utility.
Land Use and Planning	This section will analyze the relationship of the proposed project and applicable environmental planning policies and ordinances, including the City General Plan and Development Code.
Mineral Resources	This discussion will identify known mineral resources in the area and explain that the project would not impact on them.
Noise	This section will evaluate the construction and operational noise impacts, based on the applicant provided noise report.
Population/Housing	The section will evaluate the project's potential to contribute to an increase in housing and population through employment growth and explain that the project would not displace existing housing.
Public Services	The project's environmental effects related to the provision of services, including fire, law enforcement, educational, and recreational services, to be provided by the City, will be evaluated. Data sources will include readily available documents, such as the City's General Plan, and contact with local agencies.

Recreation	The analysis will address direct impacts to local recreation facilities as well as indirect impacts associated with increased demand for recreational facilities. Data sources will include the City's General Plan.
Transportation/Traffic	The analysis will be based on the applicant provided traffic impact study, and address vehicle miles travelled, alternative transportation modes and traffic hazards.
Tribal Cultural Resources	The results of the City's consultation with tribes will be summarized in this section, including any mitigation agreed to.
Utilities and Service Systems	Impacts to existing infrastructure, including water, wastewater, and solid waste facilities will be evaluated in this section. Water demand and wastewater and solid waste generation will be quantified using information provided by the City and compared to current and future system capacity. This section will also rely on information from utility providers.
Wildfire	The section will identify the distance to the nearest wildfire zone and discuss potential impacts related to wildland fire.
Mandatory Findings of Significance	This section will address cumulative effects, impacts to biological or cultural resources, and impacts to human beings.

Subtask 3.1 Administrative Draft IS-MND

Rincon will prepare an Administrative Draft IS-MND for City review. The Administrative Draft IS MND project description will describe the proposed project in text, graphic (plans, maps) and tabular form based on the applicant provided materials. The Administrative Draft IS-MND will address each of the environmental topics on the CEQA environmental checklist (Appendix G) and all checklist responses will be accompanied by reasoned analysis and data/facts to support conclusions. To the extent feasible, the project specific technical studies prepared under Task 2, studies provided by the project applicant, and other readily available desktop resources will be used. As applicable, impacts will be quantified and compared to quantitative significance thresholds. Rincon will submit an electronic copy of the Administrative Draft IS-MND for City and project applicant review in PDF and/or Word format.

Subtask 3.2 Public Review Draft IS-MND

Rincon will respond to one round of review of the Administrative Draft IS-MND prior to preparing the Public Draft IS-MND. It is expected that consolidated comments (i.e., City and project applicant) will be received in an electronic editable Word document. Rincon will prepare a Screencheck Public Review Draft IS MND to the City for final review prior to distributing the document for the required CEQA public review period.

Rincon will prepare a draft Notice of Intent (NOI) to adopt a (Mitigated) Negative Declaration for City review and use. One electronic copy of the Public Review Draft IS-MND in PDF and MS Word formats and up to three bound copies will be provided to the City for their use. Rincon will submit the IS-MND to the State Clearinghouse (SCH) for a 30-day public review consistent with current State Clearinghouse submittal requirements (e.g., CDs of the IS-MND, NOI, and SCH Summary Form, 1 hardcopy of the SCH Notice of Completion). Rincon will distribute the NOI to up to 30 parties on the City-provided distribution list, including the County Clerk.

The City will be responsible for publishing the NOI and IS-MND on the City's website, as well as newspaper, radius label and other noticing required under CEQA or City procedures. Rincon can advise the City on these requirements if needed.

Subtask 3.3 Final IS-MND/Mitigation Program

Rincon will prepare response to comments, anticipated to be a minor effort of up to 18 hours. If public comments warranting additional time, Rincon can prepare under an additional scope of work.

Rincon will prepare a Mitigation Monitoring and Reporting Program in a City-preferred format. Rincon will work with the City to finalize and file the Notice of Determination with the County Clerk and State Clearinghouse. The City or project proponent will be responsible for the applicable administrative and CDFW filing fees.

Subtask 3.4 Public Hearing

Rincon's project manager will participate in two public hearing, assumed to be a Planning Commission meeting and a City Council meeting. Rincon will attend an in-person meeting with City staff to prepare for the public meetings. If desired, our project manager will make a presentation summarizing the conclusions of the IS-MND to support City staff's CEQA recommendations to decision makers.

Subtask 3.5 Optional – Additional Public Hearings

This task covers project manager attendance and preparation for additional public meetings, on a per-meeting basis.

Task 4 Project Management

The Principal in Charge of this contract will be Deanna Hansen. The Contract Manager and Lead Project Manager for this contract will be Christine Donoghue, Supervising Environmental Planner. In addition to managing the Rincon team members assigned to the various technical studies described herein, Ms. Donoghue will act as the primary point of contact for the City.

Rincon's Project Manager will be responsible for general day-to-day project management tasks, including team management, coordination and communication with the City, and monthly invoicing with progress reports. As part of this assignment, Rincon's Project Manager will conduct check-in calls with the City to review project status, milestones, and project needs and concerns.

1.3 Assumptions

Rincon's scope of services is based on the following assumptions:

1. The City of Redlands is the Lead Agency, this project is subject to CEQA, and an IS-MND is understood to be the appropriate CEQA document for this project at this time
2. The project site and description is consistent with the Scope Request provided by the City including the location, size (22.51 acres) and extent.
3. Documents are subject to one round of revision, and will be revised based on a single set of consolidated comments from the City
4. The project applicant will provide the following documents for the project:

- Project site plans in PDF and CADD formats
 - Will-serve letters from utilities providers, if available
5. Specific to the cultural resources work program (Subtask 2.3):
- The EIC records search cost will not exceed \$600 in direct expenses
 - No recordation or evaluation of cultural resources will be required.
6. Deliverables will be primarily submitted in electronic PDF and Word format. No hardcopies of the technical studies will be provided. Up to ten hardcopies of the Public Draft, with Appendices on CD, will be provided to the city; additional CDs or hardcopies can be provided, at cost, i.e. \$15 per CD or approximately \$50 per hardcopy (assumed to be up to 75 double sided pages).
7. CDs and hardcopies of the Public Draft IS-MND will be submitted to the State Clearinghouse as specified in Task 3 above; additional CDs or hardcopies can be provided, at cost, i.e. \$15 per CD or approximately \$50 per hardcopy (assumed to be up to 75 double sided pages). Overnight shipping of the Public Draft IS-MND, from our Production office in Ventura, is estimated to be \$40.

2 Schedule

Our project schedule conforms to the City's schedule requirements detailed in the Scope Request, with modification as directed by the City, and has also been adjusted to reflect an increase in record search review times related to COVID 19 restrictions. This schedule is subject to further change based on COVID-19 considerations.

Our proposed schedule is illustrated below. This example schedule is based on a June 29, 2020 start date and would be confirmed in conjunction with the kickoff meeting and be based on the actual project start date.

Task	Duration	Schedule
Project Initiation		
Notice to Proceed	1 day	week of June 29, 2020
Kick-off Meeting, etc.	1 week	week of June 29
Administrative Draft IS-MND		
Prepare Biological and Cultural Reports	8-10 weeks	early July – September
Peer, Sufficiency Review of Provided Technical Studies	4 weeks	early July – August
Prepare Administrative Draft IS-MND	-	September
City review Administrative Draft IS-MND	2 weeks	September
Revise Administrative Draft IS-MND	2 weeks	September
City Review Public Draft IS-MND	1 week	late September – early October
Public Draft IS-MND		
Prepare Public Review Draft IS-MND	1 weeks	October
Submit to State Clearinghouse	1 day	mid-October
Public Review Period	30 days	October – November
Final IS-MND		
Prepare Response to Comments	3 weeks	November – early December
City Review Response to Comments	2 weeks	mid-December
Planning Commission and City Council Hearings	–	January – March 2021
File Notice of Determination	<5 days	Within 5 days following project approval

The ability to meet this timeframe depends on:

Receipt of a complete and stable project description, plan set and technical reports to be provided by the project applicant at project inception

Access to cultural records from the local information center

Responsiveness of the City and applicant to information requests

Actual time needed for City staff to review documents

The extent of comments received, which will refine the time needed to revise documents

The level of public comment

Staff's direction on addressing unanticipated issues that may arise during the process

EXHIBIT "B"

HOURLY RATES

Project costs will be billed at the rates set forth in the table below.



Rincon Consultants, Inc.

Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical & Support Personnel*	Hourly Rate
Principal II	\$240
Director II	\$240
Principal I	\$220
Director I	\$220
Senior Supervisor II	\$205
Supervisor I	\$195
Senior Professional II	\$175
Senior Professional I	\$160
Professional IV	\$145
Professional III	\$130
Professional II	\$115
Professional I	\$105
Associate III	\$95
Associate II	\$90
Associate I	\$82
Project Assistant	\$75
Senior GIS Specialist	\$140
GIS/CADD Specialist II	\$125
GIS/CADD Specialist I	\$112
Technical Editor	\$112
Production Specialist	\$88
Clerical	\$75

*Professional classifications include: environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$350.

Direct Costs	Rate
Photocopies – Black and White	\$0.20 (single sided) & \$0.36 (double sided)
Photocopies – Color	\$1.50 (single sided) & \$3.20 (double sided)
Photocopies – 11 x 17	\$0.50 (B & W) & \$3.20 (color)
Oversized Maps	\$8.00/square foot
Reproduction: CDs and USB Flash Drive	\$15 / disc and \$20/flash drive
Light duty /Passenger Vehicles**	\$85/day
4-WD/Off-Road Vehicles**	\$135/day

** \$0.65/mile for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 15%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment and vehicles other than covered by the above charges.

Annual Escalation – Standard rates subject to annual escalation

Payment Terms – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within ten (10) days from receipt.



Equipment	Day Rate
Environmental Site Assessment	
Brass Sample Sleeves, Bailers, Disposable Bailers	\$25
Water Level Indicator, DC Purge Pump	\$40
Hand Auger Sampler	\$55
Oil-Water Interface Probe	\$85
Four Gas Monitor or Photo-Ionization Detector	\$120
Soil Vapor Extraction Monitoring Equipment	\$140
Flame Ionization Detector	\$200
Natural Resources Field Equipment	
Trimble GPS (sub-meter accuracy)	\$190
UAS Drone	\$250
Pettersson Bat Ultrasound Detector/Recording Equipment	\$150
Spotting or Fiberoptic Scope	\$150
Amphibian/Vernal Pool Field Package: (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net, field microscope)	\$150
Remote Field Package, (digital camera, GPS, thermometer, binoculars, tablet and mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$125
Sound Level Metering Field Package: anemometer, tripod and digital camera.	\$100
Standard Field Package (digital camera, GPS, thermometer, binoculars, tablet, safety equipment, and botanic collecting equipment)	\$95
Fisheries Equipment Package: (waders, wetsuits, dip nets, seine nets, bubblers, buckets)	\$50
Water Quality Equipment (DO, pH, Turbidity, refractometer, temperature)	\$55
Large Block Nets	\$100
Minnow trap	\$85
Infrared Sensor Digital Camera or Computer Field Equipment	\$50
Scent Station	\$20
Laser Rangefinder/Altitude	\$10
Net, Hand/Large Seine	\$10/\$50
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$8
Mammal Trap, Large/Small	\$1.50/\$.50
Water & Marine Resources Equipment	
Refractometer (salinity) or Turbidity Meter	\$35
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$150
Boat (20 ft. Boston Whaler or Similar)	\$300
Boat (26 ft. Radon or Similar)	\$550
Side Scan or Single Beam Sonar	\$700
Underwater & Marine Sampling Gear includes: U/W Photo/Video Camera, SCUBA Equipment (Tanks, BCD, Regulators, Wetsuits, etc.)	\$50/diver
Marine Field Package: (Personal Flotation Devices (PFDs), 100 ft. Reel Tapes w/ Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, various Field Guides)	\$50
Insurance, Hazard & Safety Fees	
L & H Dive Insurance	\$50/diver
Hazard Premium (In or Underwater ONLY per/hour)	\$1.25 X hourly
Level C Health and Safety	\$60 person

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.

RINCON CONSULTANTS INC.

Date: 6-8-20

By: 
Deanna Hansen, Principal-in-Charge