

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 5th day of August, 2022 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and LSA Associates, Inc., 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," titled "Scope of Services," 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, and his designees, as City's representatives 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 January 31, 2024.

- 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 two hundred forty dollars (\$70,240). City shall pay Consultant on a time and materials basis, up to the not to exceed amount, in accordance with Exhibit "B," titled "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 or electronic mail transmission (including PDF), 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" 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

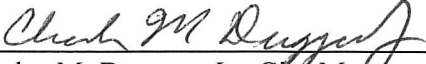
- 8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a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

TASK 1.0: PROJECT INITIATION

Task 1.1: Project Kickoff Meeting

A project kickoff meeting will be held to ensure an orderly flow of project efforts. The meeting will be held, via teleconference, with City staff to:

- Establish a mutual understanding of the CEQA program objectives and key issues, explore community and City staff concerns regarding the project, and discuss the City's expectations for the consultant's work effort.
- Comprehensively identify the nature and scope of required land use actions.
- 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 reports.
- Define protocols for requesting information of City staff.
- Refine the project schedule, establish protocols for product review and coordination with the City, and define project milestones and decision points.
- Obtain relevant plans, reports, ordinances, and studies applicable to the project.

Prior to the kickoff meeting, LSA will identify its document and information needs to assist the City in accumulating the background information necessary to initiate the program.

Output: Identify project objectives, confirm scope of work and schedule, establish a mutual understanding of the process and protocols that will be followed, and identify key stakeholders in the program.

Task 1.2: Project Description

LSA will collaborate with the City to define the project description and review the scope of work. LSA will draft a comprehensive project description as a digital draft for review by the City within three days of authorization to proceed and receipt of the most recent project information. As required by CEQA, the project description will provide a detailed narrative of the project, operational characteristics, and geographical setting. Additionally, LSA will visit the project site to establish an understanding of existing site conditions, the physical setting of the site, and the relationship between the project site and adjacent land uses.

Output: Project description for inclusion in the technical reports and Initial Study. This scope and cost estimate assumes up to one round of review/revision (as needed). LSA will revise the draft project description and submit a final digital draft to the City.

TASK 2.0: TECHNICAL REPORTS AND PEER REVIEW

Task 2.1: Air Quality/Greenhouse Impact Memorandum

The proposed project would generate construction and operational emissions in the project vicinity. This increase could contribute to existing air pollution and has the potential to exceed regional air emission thresholds established by the South Coast Air Quality Management District (SCAQMD). Construction activities associated with development could increase concentrations of particulate matter.

Construction and operation of the proposed project would also generate greenhouse gas (GHG) emissions. Typically, an individual project does not generate sufficient GHG emissions to influence global climate change significantly on its own; therefore, the issue of global climate change is cumulative in nature. As such, the proposed project would generate GHG emissions that could cumulatively contribute to global climate change.

LSA will prepare a technical Air Quality and GHG memorandum to identify existing air quality conditions and potential air quality impacts resulting from the proposed project by undertaking the following subtasks:

- **Describe the Existing Regulatory Framework.** LSA will describe the existing regulatory framework for air quality, including existing air quality laws and regulations and the roles of the local agencies including the California Air Resources Board (CARB), the SCAQMD, and the City of Redlands.
- **Assess Project Construction Emissions.** Construction activities associated with the proposed project would generate increased particulate emissions associated with construction activities (e.g., demolition, site preparation, grading, and soil hauling) on the project site. Construction equipment exhaust would also be a source of air pollution. LSA will calculate the regional construction emissions using the California Emissions Estimator Model version 2020.4.0 (CalEEMod) and will follow the SCAQMD *California Environmental Quality Act (CEQA) Handbook* (SCAQMD *CEQA Handbook*).
- **Assess Project Operation-Period Air Quality Impacts.** Regional emissions of criteria air pollutants associated with long-term operation of the project will also be calculated with CalEEMod. Emissions associated with mobile sources, using the project traffic study data, and stationary sources, such as on-site energy consumption and landscaping equipment, will be estimated. LSA will calculate the regional operational emissions using CalEEMod and will follow the SCAQMD *CEQA Handbook*.
- **Localized Significance Thresholds (LSTs) Analysis.** An LST analysis will be performed to evaluate the potential impacts on nearby sensitive receptors from emissions from both short-term construction activities and long-term on-site operations. Construction LST and operational LST impacts will be evaluated using appropriate SCAQMD LST screening level thresholds.
- **Assess Project GHG Emissions.** LSA will provide a quantitative assessment of GHG emissions associated with all relevant sources related to the project, including construction

activities and operational energy consumption, water usage, and solid waste generation and disposal using CalEEMod.

- **Determine the Project's Consistency with Adopted Plans.** LSA will review adopted plans related to clean air and the reduction of GHG emissions in the State of California, the SCAQMD, and the City's Climate Action Plan.
- **Assess Odors.** LSA will evaluate the project's potential to result in other emissions (such as those leading to odors).
- **Assess Cumulative Impacts.** LSA will qualitatively assess the project's potential cumulative impacts associated with air quality and GHG emissions.
- **Identify Applicable Regulatory Measures.** LSA will identify applicable regulatory measures that have been implemented to reduce short-term construction and long-term air quality and GHG impacts. Standard measures established by the SCAQMD for dust suppression will be identified to reduce construction impacts. If additional measures are needed to reduce potential impacts, LSA will discuss the need for such measures to be incorporated into the project design prior to publication of the draft memorandum.

Please note: As the Air Quality/Greenhouse Gas Impact Memorandum will, in part, be dependent on information collected for the project traffic analysis and construction assumptions, the Memorandum can be completed within three weeks of receipt of the required input data. Delays in the receipt of data, as deemed necessary by LSA Air Quality technical staff, will correspondingly delay the completion of the Memorandum and possibly the project CEQA document.

Output: The Air Quality/Greenhouse Gas Impact Memorandum will be submitted electronically to the City. This scope and budget includes one round of review/revision to address comments. Additional rounds of review/revision or provision of copies in excess of that stated in this proposal will require an amendment to this scope and cost estimate. Upon revision, the final memo report will be submitted to the City as a PDF file. Upon request, up to two hard copies of the memorandum will be provided (with all appendices provided as PDF files on a flash drive).

Task 2.2: Noise and Vibration Impact Memorandum

LSA will prepare a Noise and Vibration Impact Analysis memorandum consistent with all applicable procedures and requirements identified by the City as required under CEQA. LSA will conduct one short-term (20-minute) and three long-term (24-hour) ambient noise level measurements within the project area to assess the existing ambient noise environment in the project vicinity.

Noise and vibration levels generated from construction activities will be evaluated based on the equipment expected to be used. Federal Highway Administration (FHWA) recommended noise emission levels and Federal Transportation Authority (FTA)-recommended equipment vibration levels will be used for the construction equipment. Analysis requirements will be provided based on the sensitivity of the areas adjacent to the project site and the City's noise control ordinances/FTA recommendations.

Project-related vehicular traffic will be assessed using the FHWA Highway Traffic Noise Prediction Model (FHWA-RD-77-108, December 1978). Model input data needed include average daily traffic (ADT) volumes; day/night percentages of automobiles, medium trucks, and heavy trucks; vehicle speeds; ground attenuation factors; and roadway widths. The memo will tabulate the 24-hour weighted Community Noise Equivalent Level (CNEL) or day-night average noise level (L_{dn}) along adjacent roadways.

LSA will analyze project-related noise impacts on off-site sensitive land uses in the project vicinity. Potential noise impacts from on-site noise-generating sources to sensitive uses adjacent to the project site will be provided based on the project's layout and potential noise-generating source areas. LSA will use City's noise standards to assess the project's potential off-site noise impacts. The memo will further evaluate vibration impacts from on-site stationary sources based on the equipment expected to be used and its distance to existing adjacent uses. The operational vibration impact will be evaluated in terms of PPV (in/sec) and VdB for building damage and human annoyance, respectively. Analysis requirements will be provided based on the sensitivity of the areas adjacent to the project site and FTA recommendations.

As appropriate, LSA will determine measures designed to reduce short-term construction noise and vibration impacts and long-term stationary and mobile source noise and vibration impacts to acceptable levels.

Please note: As the Noise and Vibration Impact Memorandum will, in part, be dependent on information collected for the project traffic analysis, the Memorandum can be completed within three weeks of receipt of the required input data. This scope and cost estimate anticipates this information will be provided as part of the Traffic/VMT study prepared for the project. Delays in the receipt of data, as deemed necessary by LSA Noise technical staff, will correspondingly delay the completion of the Memorandum and possibly the project CEQA document.

Output: The Noise and Vibration Impact Memorandum will be submitted electronically to the City. This scope and budget includes one round of review/revision to address comments. Additional rounds of review/revision or provision of copies in excess of that stated in this proposal will require an amendment to this scope and cost estimate. Upon revision, the final memo report will be submitted to the City as a PDF file. Upon request, up to two hard copies of the memorandum will be provided (with all appendices provided as PDF files on a flash drive).

Task 2.3: Cultural Resources Assessment Peer Review

It is our understanding that the cultural study was prepared as a technical documented (a cultural resources assessment report) in support of the Texas 35 Residential Project in the City of Redlands (City) in accordance with the California Environmental Quality Act (CEQA). In order to ensure that the study is adequate for this purpose, LSA proposes the following scope of work:

- Review the methods, approach, and assumptions of the report to ensure that the technical analysis is adequate per CEQA; and

- Provide comments on the technical report, including any recommended. revisions, additions, exclusions, etc.

For the purpose of this proposal, LSA assumes the following: that the cultural assessment has no ‘fatal flaws’ requiring extensive comment/major revisions and one follow-up review of author response to comments will suffice (no review cycle beyond this). In the event of any stipulated or unstipulated issues beyond this scope of work (and estimate), a contract modification will be required for any unscoped effort and a schedule adjustment may also be required.

Please note: Due to potential conflict of interests, LSA does not collaborate with City/CEQA attorneys on their own reviews of consultant documents. While we can respond to City/CEQA counsel comments on our peer review, we cannot provide any feedback on counsel’s own comments on the consultant’s document(s) as this a separate review cycle between the Lead Agency and the consultant.

Output: LSA will submit the Cultural Resources Assessment peer review memorandum and response back-check electronically (PDF) to the City. This scope and cost includes two rounds of peer review of the biological resources technical reports. Additional rounds of peer review may be completed upon authorization of a budget amendment.

Task 2.4: Traffic/Vehicle Miles Traveled Peer Review

Based on a preliminary project description, LSA anticipates that the project would generate fewer than 100 peak hour gross trips. Therefore, an LOS analysis would not likely be required for this project. Based on the City’s Guidelines, single-family residential projects with fewer than 167 units would be screened out and do not require a VMT Assessment. Based on these assumptions, LSA proposes the following peer review scope. Additional peer review or the peer review of a higher level traffic analysis than stated would require a budget amendment.

LSA will peer review the Trip Generation Analysis and Vehicle Miles Traveled (VMT) Analysis prepared for the project applicant prior to use as part of the project’s compliance with the California Environmental Quality Act (CEQA). As part of the review, 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. LSA will review the methodology, approach, and assumptions to ensure that the technical analysis follows the standards and requirements of the appropriate overseeing agency. LSA will 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. LSA will review the findings and conclusions to ensure a sufficient discussion of project-specific operational issues and VMT impacts and the identification of improvements and mitigations in accordance with CEQA has been provided. As necessary, LSA will contact technical authors and/or City staff to clarify specific analysis and/or requirements.

Output: LSA will prepare a peer review Memorandum (Memo) that considers the Trip Generation/VMT Analysis’ adequacy pursuant to CEQA. LSA will provide the memo electronically one to the City within two weeks of receiving the authorization to proceed and the report to review. This scope includes one backcheck of any revised

traffic/VMT analysis to ensure peer review comments have been appropriately addressed.

Task 2.5: Biological Resources Reports Peer Review

The biological resource reports prepared for the project, titled *Biological Due Diligence Memorandum* (dated June 20, 2021), and *Delineation of State and Federal Jurisdictional Water Texas Street Project* (December 2021) consists of 13 and 46 pages, respectively, in PDF format.

LSA will conduct a peer review of the aforementioned technical studies associated with the proposed project to ensure that the studies are adequate for compliance with CEQA, including United State Army Corps of Engineers (USACE) routine delineation requirements set forth in 33 Code of Federal Regulations 328.3(e), Procedures for Discharges of Dredged or Fill Material to Waters of the State as administered by the Regional Water Quality Control Board (RWQCB), and streambed and associated riparian areas subject to review by the California Department of Fish and Wildlife (CDFW) under Section 1602 of the California Fish and Game Code.

After the completion of the first round of peer review, LSA will prepare a peer review memorandum that summarizes the CEQA inadequacies (if any) found in the technical reports. The second round of peer review is to verify if the comments provided by LSA were correctly incorporated into the technical reports.

Note: This scope and cost estimate is limited to the completion of the peer review for the referenced reports only and does not include field work, consultation with resource agencies, other efforts required to update or amend stated reports, or the review of additional reports.

Output: LSA will submit PDF copies of the peer review memorandum and response back-check to the City. This scope and cost includes two rounds of peer review of the biological resources technical reports. Additional rounds of peer review may be completed upon authorization of a budget amendment.

TASK 3.0: INITIAL STUDY (CEQA DOCUMENT)

Task 3.1: Screencheck Initial Study

LSA will prepare an Initial Study (IS) for the project, identifying the potential effects the project will have on the environment. As necessary, mitigation will be identified to reduce the impacts of the proposed project to less than significant levels. In addition to the technical studies detailed in Task 2.0, LSA will incorporate relevant Applicant-supplied material and other project-specific data. LSA will review the City's General Plan, pertinent environmental data, and other relevant documents to ascertain the existence of and/or extent of potential environmental impacts. While the IS will address potential impacts related to the change of agricultural zoning and removal of the property from an agricultural preserve and anticipates completion of a project-specific Land Evaluation/Site Assessment (LESA) model, this analysis does not include the preparation of separate findings to support these actions. It is anticipated the Project applicant will provide the documentation to support these actions for appropriate incorporation into the IS.

LSA will address the environmental issues presented in Appendix G of the *State CEQA Guidelines* as they relate to the proposed project, applicable City standards, and/or the standards

of State or federal entities. 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 City (as PDF files). Completion of the IS/MND will be within three weeks of receipt/completion of all relevant and required information, including project-specific plans, studies, and related materials. Any delay in the receipt of all or part of these required data may necessitate an extension of the estimated completion date.

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

Output: LSA will prepare a Screencheck Initial Study within three weeks of receipt of all required information for review by City. This scope and cost estimate assume up to two rounds of review/revision and one electronic copy of the Initial Study for the City during each of the two review cycles. Comments from attorneys or any other person or entity such as a thirdparty reviewer would be considered an additional round of review and potentially subject to a contract amendment. As necessary, LSA will make appropriate revisions to the IS to address City comments.

Task 3.2: Mitigation Monitoring and Reporting Program

In conjunction with the preparation of the draft Initial Study, LSA will prepare a Mitigation Monitoring and Reporting Program (MMRP) to implement the mitigation measures outlined in the Initial Study for the project. The mitigation measures will be included in a matrix check-off format for ease of tracking their implementation. The MMRP will be attached to the Initial Study that is distributed for public review.

Output: One electronic copy of the MMRP to the City during each of the two review cycles.

TASK 4.0: MITIGATED NEGATIVE DECLARATION

Task 4.1: IS/MND Public Review Materials

Once the Screencheck Initial Study has been reviewed and approved by the City (see Task 3.0), LSA will prepare all the necessary forms for circulating the Initial Study/Mitigated Negative Declaration (IS/MND) to the public and resource agencies. LSA will use standard forms or those provided by the City, whichever is preferred.

Unless requested by the City, 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 Notice of Intent to Adopt a Mitigated Negative Declaration (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 the NOI 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.

To minimize print and distribution costs, any copy of the IS/MND distributed to the City's mailing list will consist of flash drives, which include the IS/MND and appendices as Adobe Acrobat PDF files. An alternative to distribution of flash drives is provision of a weblink on the NOI, which will direct reviewing parties to the IS/MND and all supporting technical studies on the City's website. The City will either post the IS/MND to the State Clearinghouse (SCH) or provide LSA staff upload authorization to the Office of Planning and Research Document Database.

Output: LSA will provide the City with up to five hard copies of the IS/MND and MMRP with the technical appendices to be included only as PDF files on attached flash drives for City records. As required, up to 25 hard copies of the NOI and up to 25 electronic copies of the IS/MND, supporting appendices, and MMRP will be provided as Adobe Acrobat PDF files on flash drives.

Task 4.2: Response to Public Comments

Upon close of the public review period on the IS/MND, LSA will prepare responses to public and agency comments received on the IS/MND. LSA will respond to comments on the IS/MND within one week of receipt of a complete set of comments from the public review period. This scope and cost estimate assumes up to 20 hours of staff time for this task. Time required in excess of this assumption will be incurred upon authorization by the City and billed on a time-and-materials basis.

As required, the IS/MND will be revised to incorporate relevant comments/data received during the public review period. Revisions to the IS/MND will be presented in an errata to facilitate subsequent review by the City.

Output: All comments received on the IS/MND during the public review period, as well as the responses to comments, will be presented in an errata and included as an appendix to the Final IS/MND. If the City so chooses, LSA will distribute the responses to comments directly to each commenting agency 10 days prior to the public hearing decision on the project.

Task 4.3: Final IS/MND and Notice of Determination

LSA will prepare up to 12 hard copies of the Final IS/MND, including the NOI, responses to comments (if any), and MMRP prior to each public hearing. All appendices will be provided as electronic PDF files on flash drives. Subsequent to adoption of the IS/MND, LSA will provide the City with the Notice of Determination (NOD) for submission to the San Bernardino County Clerk and upload to the OPR **CEQAnet database**. Although LSA will prepare the NOD, it is the responsibility of the City to file the **NOD and of the Applicant to pay the required CDFW and other filing fees**. 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.

Output: Up to 12 hard copies of the Final IS/MND with appendices included electronically on flash drives will be provided to the City prior to each public hearing. One electronic copy of the NOD will be provided for filing by the City.

TASK 5.0: MANAGEMENT AND MEETINGS

Task 5.1: Project Management

Proven specific quality control and project management tasks include the following:

- Assign the most appropriate Principal in Charge and Project Manager for the project and ensure their availability throughout the project.
- Have the LSA Project Manager and City staff systematically review the work program to ensure a clear understanding of project definition and scope of work.
- Assign a project team with experience on similar projects and coordinate with task managers to ensure staffing availability.
- Ensure that applicable local, City, State, and federal standards, policies, and procedures are jointly understood by all project team members.
- Ensure timely delivery of project documents. LSA's commitment to meeting scheduling needs and project demands extends to doing whatever it takes to complete the job within established time frames.
- Ensure quality of work products and cost estimates, and timely delivery at lowest cost.

Output: Review project status with the City at agreed upon intervals to ensure implementation of the scope of work and harmonious functioning of all team members, as well as to identify any potential conflicts due to possible changes in scope.

Task 5.2: Meetings

In addition to the project kickoff meeting, LSA anticipates up to three coordination meetings with the City staff may be needed during preparation of Initial Study. It is anticipated that these meetings (as required) will occur via teleconference.

LSA will attend up to two public hearings/meetings of the City to consider approval of the IS/MND and action on the project. If requested, LSA will make presentations explaining the content, findings, and determinations of the IS/MND, and will respond to relevant comments raised during the public hearing.

Output: Participation in up to three teleconference meetings with City staff and up to two public hearings/meetings to consider approval of the IS/MND and action on the project. Ongoing telephone and email coordination between LSA and City staff will ensure the smooth functioning of the CEQA program.

EXHIBIT "B"
PROJECT COSTS AND HOURLY RATES

COST ESTIMATE

LSA proposes to complete the Initial Study/Mitigated Negative Declaration and technical studies/ reports as outlined in the Scope of Work for **\$70,240**. A detail of the estimated cost per task is identified below.

TASK	EXPENSES (\$)¹	LABOR (\$)	TOTAL (\$)
Task 1.0: Project Initiation			
1.1: Project Kickoff Meeting	—	1,650	1,650
1.2: Project Description	—	1,770	1,770
SUBTOTAL TASK 1	—	3,420	3,420
Task 2.0: Technical Studies/Reports			
2.1: Air Quality/Greenhouse Gas Impact Memorandum	50	7,750	7,800
2.2: Noise Impact Memorandum	520	7,240	7,760
2.3: Cultural Resources Assessment Peer Review	---	2,900	2,900
2.4: Traffic Operations Study/VMT Analysis Peer Review	—	1,200	1,200
2.5: Biological Resources Peer Review		5,010	5,010
SUBTOTAL TASK 2.0	570	24,100	24,670
Task 3.0: Initial Study			
3.1: Draft Initial Study	—	18,750	18,750
3.2: Mitigation Monitoring and Reporting Program	—	800	800
SUBTOTAL TASK 3.0	—	19,550	19,550
Task 4.0: Mitigated Negative Declaration			
4.1: IS/MND Public Review Materials	425	4,715	5,140
4.2: Response to Public Comments	50	5,090	5,140
4.3: Final IS/MND and NOD	425	5,160	5,585
SUBTOTAL TASK 4.0	900	14,965	15,865

Task 5.0: Project Management and Meetings			
5.1: Project Management/Task Coordination	—	3,890	3,890
5.2: Meetings and Public Hearings	50	2,795	2,845
SUBTOTAL TASK 5	50	6,685	6,735
TOTAL COST	1,520	68,720	70,240

1 Includes up to \$1,895 in reimbursable expenses (e.g., mileage, printing, shipping, technical equipment).

PROPOSAL SPECIFICATIONS

The cost estimate is based on the specifications listed below.

- Except as required to be disclosed by the California Public Records Act, this proposal is to be reviewed by only the Client and LSA, and the specific contents herein are not to be shared, conveyed, and/or otherwise communicated to any person, company, agency and/or entity. The cost to prepare the technical studies and CEQA document does not include activities outside the scope of services presented in our proposal.
- Cost and schedule estimates are based on our best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by City needs and other circumstances. LSA will endeavor to perform the services and accomplish the objectives within the estimated costs and schedule. Once the analyses of the project have commenced, any changes in the design, nature, location, and/or extent of the project may require an adjustment to this scope and cost estimate. Additionally, efforts not specifically detailed in this scope of work may require an adjustment to this cost estimate.
- The cost proposal does not include review of the IS/MND or technical studies by attorneys or third-party reviewers. If the City desires attorney and/or third-party reviewer involvement, the cost to respond to attorney and/or third-party reviewer comments shall be negotiated between LSA and the City before LSA responds to the comments made by those entities.
- The project team members will provide LSA with copies of all known documentation relating to the physical or other conditions of the project site within one week after authorization to proceed or within a reasonable time from completion of studies currently being prepared.
- Except as set forth in this proposal, it is assumed that the City (or its designee) will be responsible for the distribution of documents, publication and/or posting of notices, and payment of associated filing fees and costs.
- The cost estimate remains open and valid for a period of 90 days from the proposal due date. Beyond 90 days, LSA reserves the right to reevaluate the estimated costs.
- The costs for attending additional meetings (assume three-hour average meeting time and add in any travel costs) shall be an estimated \$500.00 per 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

X 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.

By: _____

Mike Trotta, CEO

Date: _____

8/4/22