

**CITY OF COLTON
PROFESSIONAL SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this 21st day of **November 2018** by and between the City of Colton, a municipal corporation organized under the laws of the State of California with its principal place of business at 650 North La Cadena Drive, Colton, California 92324 (“City”) and **PSOMAS**, a **corporation** with its principal place of business at **1500 Iowa Avenue, Suite 20, Riverside, CA 92507** (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **Consulting and Environmental studies** services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project

City desires to engage Consultant to render such services for the **Colton Soccer Complex – Coordination & Processing of the Mitigated Negative Declaration (MND)** project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **CEQA Studies** consulting services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from **November 21, 2018 to September 30, 2018**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and

deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **Kristin Starbird.**

3.2.5 City's Representative. The City hereby designates **William R. Smith, City Manager**, or his designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Kristin Starbird**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant

shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.10 or any of its subsections.

3.2.10.2 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Consultant verifies that they are a duly authorized officer of Consultant, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, sub-subcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant,

employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.6 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Although the SCAQMD and CARB limits and requirements are more broad, Consultant shall specifically be aware of their application to "portable equipment", which definition is considered by SCAQMD and CARB to include any item of equipment with a fuel-powered engine. Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Consultant's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Santa Ana Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Consultant or City to penalties, fines, or additional regulatory requirements. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Consultant's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Consultant further warrants that it, its employees and subcontractors will receive adequate

training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Consultant with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this Section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.11.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: **\$1,000,000** per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000** per accident for bodily injury or disease.

3.2.11.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in

connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.11.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.11.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.9 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.12 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Hundred Eighty Four Thousand, Two Hundred, Thirty Five Dollars (\$284,235)** without written approval of City's **City Manager**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through

the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from City’s Representative.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality.

3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or reuse of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.5 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6 General Provisions.

3.6.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

**PSOMAS, Incorporated
1500 Iowa Avenue, Suite 210
Riverside, CA, 92507
Attn: Kent Norton**

City:

City of Colton
650 North La Cadena Drive
Colton, California 92324
Attn: **Deb Farrar, Director of Community Services**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification.

3.6.2.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs,

expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

3.6.2.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.6.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.7 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.6.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.6.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.6.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.6.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.13 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.6.15 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.16 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.6.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COLTON
AND PSOMAS, INCORPORATED**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the **7th** day of **November 2018**.

CITY OF COLTON

By: _____
William R. Smith
City Manager

Attest: _____
Carolina R. Padilla
City Clerk

**PSOMAS,
a Corporation**

By: _____
Signature

By: _____
Signature

Name (Print)

Name (Print)

Title (Print)

Title (Print)

ATTACHMENT A

SCOPE OF WORK

The following scope of work is based on the tasks identified in the City's RFP to the extent possible and except where noted. However, the numbering of some tasks was changed to accommodate their overall organization relative to the CEQA process. Psomas also determined a number of tasks in the City's RFP needed to be revised and reorganized based on our experience with similar projects and our professional judgement. The following reflects those changes as appropriate.

TASK 1: PROJECT INITIATION

Upon receipt of an authorization to proceed, Psomas will attend one project kick-off meeting with City staff and other appropriate team members. This meeting will provide an opportunity to discuss and confirm the following: the approach to preparing the environmental document and the technical analyses; the Scope of Work; the key community issues and concerns, if any; and informational needs. The Project schedule and key milestones will be discussed. This coordination effort will also establish communication protocols and allow for the exchange of information, Project plans, and technical studies. As part of this task, Psomas will conduct a site visit to assist in developing a description of the existing environmental setting and photographically document the Project site and surrounding area.

Task 1.1 – Project Description

Psomas will prepare a draft Project Description to establish the basis and parameters for the Environmental analysis of the Project. Information related to construction activities required to implement the Project and details of the long-term operation, and all on- and off-site components of the Project will be discussed. The draft Project Description will be submitted to the City for review and comment, which will be used to ensure consistency among all technical studies (see Task 2).

Task 1.2 – Coordination with Resource Agencies

Psomas staff will meet with representatives of the appropriate resource agencies to identify and resolve any remaining issues regarding the soccer park, Santa Ana River, adjacent residences, etc. Agencies will include but may not be limited to the U.S. Army Corps of Engineers, Federal Emergency Management Agency (FEMA, relative to flood zones of the river and Project site), U.S. Fish and Wildlife Service, California Department of Fish and Wildlife, and Regional Water Quality Control Board.

TASK 2: TECHNICAL STUDIES

Task 2.1 – Air Quality/GHG Emissions

Psomas will prepare an Air Quality and Greenhouse Emissions (GHG) Technical Study to evaluate the potential air quality and greenhouse impacts associated with the proposed Project using the latest California Emissions Estimator Model (CalEEMod) computer program. The Technical Study will use assessment methods and significance thresholds acceptable to the South Coast Air Quality Management District (SCAQMD) and include all the elements detailed within the Air Quality/Greenhouse Gas Scope of Work specified within the RFP.

Project-related air quality emissions will be evaluated for regional and localized air quality impacts. If significant emission levels are found to be created from construction and/or operational activities, feasible mitigation measures will be developed and quantified. Psomas will also evaluate local NO_x, CO, PM₁₀, and PM_{2.5} construction emissions at the nearest sensitive receptors to the Project site, which includes the residents adjacent to the site. Air quality impacts that may affect local receptors will be addressed based on

the Localized Significance Threshold (LST) method, including a comparison against the SCAQMD Look Up Tables and consistency with the methodology described in LST Methodology, prepared by SCAQMD (July 2008).

GHG emissions from the Project will be evaluated against the 3,000 metric tons significance threshold used by the City for CEQA evaluations. Psomas will identify all applicable international, federal, state, SCAQMD's, and local rules and regulations including, but not limited to the State regulations such as Assembly Bills (AB) 32 and 1493, Senate Bills (SB) 32, 97, 107, 375, 527, 1368, and 1771, and Executive Orders S-3-05 and S-14-08. The City of Colton's Climate Action Plan will also be used to develop GHG reduction measures and determine whether the Project is consistent with its goals.

Mitigation measures, if needed, will be proposed to reduce or eliminate potential GHG impacts.

Analyses of potential Carbon Monoxide (CO) hotspots from vehicle traffic is not anticipated to be necessary and is not included in this scope of work.

This task includes one draft and one final version of the Technical Report, to be provided in electronic format and included as an appendix to the IS/MND.

Task 2.2 – Biological Resources

Psomas will conduct a biological survey of the entire site to identify the existing plant and animal species on the property to include the following:

Conduct General Biological Surveys. Existing maps, documents, databases, and correspondence relative to the Project will be reviewed and analyzed, including a review of the California Natural Diversity Database (CNDDDB), California Native Plant Society (CNPS) Rare Plant Inventory, Federal Register, U.S. Fish and Wildlife Service (USFWS) occurrence data, and previous biological documentation prepared for the vicinity. Psomas will obtain a list of federally listed plants and animals that may be in the vicinity of the Project using the on-line USFWS IPaC website (<https://ecos.fws.gov/ipac/>).

Focused surveys have already been conducted for rare plants and the San Bernardino kangaroo rat on the Project site; therefore, these surveys are not included. However, based on the existing site conditions and the potential for burrowing owls on the site a focused survey for burrowing owl has been included below. If habitat for any other species (that may pose a constraint to the Project) is found during field studies, Psomas will prepare a separate proposal to perform the additional required focused surveys.

Biologists will conduct a general biological survey and a habitat assessment for the site and record all flora and fauna observed. Should any sensitive species and/or habitats be identified during performance of general surveys, their descriptions shall be recorded in field notes and locations will be indicated on a map of the site. Lists of all flora and fauna identified on site will be included in Floral and Faunal Compendia prepared for inclusion in the final biological technical report. A map of sensitive species/habitat locations shall also be included in the report.

Prepare Biological Resources Technical Report. Psomas will prepare a Technical Report to document the findings of the general and focused biological surveys and habitat assessments. The report will provide a full description of the existing conditions on the site including vegetation communities (vegetation map included), sensitive plants or animals identified on-site (sensitive species map to be included), wildlife movement corridors present on site (if applicable), and a discussion of whether there are sensitive plants and/or animals with potential to occur on the site. The report will evaluate Project impacts to biological resources, including special status species and develop mitigation measures where Project impacts to biological resources have been determined to be significant. This task includes one draft and one final version of the Technical Report, to be provided in electronic format and included as an appendix to the IS/MND.

Project Coordination. Psomas will coordinate the results of all biological studies with the Project team to ensure that any potential impacts are identified and presented to the City and resolved at the earliest possible opportunity.

Focused Surveys. In addition to the proposed biological site survey, three separate on-site studies have been completed for the site. In May 2016, Dr. Jeff Froke completed a Woolly Star survey of the site. In April 2017, Glenn Lukos Associates conducted a Jurisdictional Delineation to evaluate the two drainage features on the site and in May 2017 conducted a Trapping Study for the presence of the San Bernardino Kangaroo Rat and Los Angeles Pocket Mouse on the site. The results of all of the biological studies will be incorporated into the MND. When required, measures will be provided to reduce potential biological impacts.

Psomas will conduct an updated focused survey for the Santa Ana River Woolly Star on the areas of the site previously surveyed and survey the areas of the current site plan that were not previously surveyed. This task will include mapping all identified plants using global positioning satellite technology for precise locations. The peak survey season is April to September and Psomas will coordinate the site survey with the City. Two surveys are proposed to cover differential blooming in the on-site woolly star population. The first survey will be scheduled when blooming of the reference site is confirmed. The timing of the second survey is contingent on the results of the first survey.

A second task necessary is a focused burrowing owl survey. The site contains suitable habitat for the burrowing owl. Psomas biologist will conduct presence/absence surveys for the burrowing owl following survey guidelines identified in the CDFW 2012 Staff Report on Burrowing Owl Mitigation. Pursuant to the survey guidelines, four survey visits must be conducted to confirm absence of burrowing owls.

The first burrowing owl survey must be conducted between February 15th and April 15th. Three more surveys must be conducted with at least three weeks separating each visit from April 15th to July 15th, with one visit conducted after June 15th.

Psomas biologists will conduct a systematic survey for burrows (both natural burrows and any suitable man-made structures), including burrows containing diagnostic owl sign (i.e., whitewash, pellets, bones, feathers, etc.). The location of all suitable burrowing owl habitat, potential owl burrows, burrowing owl sign, and any owls directly observed will be recorded and mapped. If suitable burrows are identified on site, then Psomas will conduct additional focused burrowing owl surveys to satisfy the requirements of a complete protocol survey. The results of the focused burrowing owl surveys will be included in a Biological technical report.

Task 2.3 – Cultural Resources

Psomas will complete the following tasks to determine if there is any potential for cultural or paleontological resources to exist onsite.

Research. The records search for cultural resources (archaeological and historical) will be conducted through the South Central Coastal Information Center (SCCIC) at California State University, Fullerton. This research will characterize the status and extent of previous cultural resource studies completed in the Project area and will help predict the types of resources expected within the Project site boundaries.

Field Survey. Psomas staff will perform a pedestrian cultural resources survey of 100 percent of the accessible Project site at systematic 15 meter transect intervals. This fieldwork will be completed under the supervision of a cultural resource professional that meets the United States Secretary of the Interior's Professional Qualifications Standards for Architectural History, and for Archaeology. The goal of this task will be to identify any cultural resources within the Project site boundaries (including prehistoric and historic archaeological and historic architectural resources), and to produce the necessary site records. For

the purposes of this proposal, if cultural resources (including any historic-period buildings) are identified that require further evaluation, a budget and schedule adjustment may be necessary.

Report. A cultural resources report will be produced consistent with CEQA requirements, in a format acceptable to the City. The report will include a project description, cultural setting, methods, results, and recommendations sections. Relevant maps and photographs will also be included.

Department of Park and Recreation (DPR) 523 forms will be attached to record any cultural resources discovered during the field survey. This task includes one draft and one final version of the Technical Report, to be provided in electronic format and included as an appendix to the IS/MND.

Paleontological Overview. Psomas will initiate a paleontological overview for the Project with a subject matter expert who will review relevant paleontological sensitivity maps and reports completed in the vicinity of the Project to assess sensitivity for buried paleontological resources (i.e., fossils). The results will be included in the cultural report.

Native American Communications and Sacred Lands File Search. The City must provide project notification to Native Tribes that have requested such notification pursuant to Assembly Bill (AB) 52 Consultation, and (if necessary) Senate Bill (SB) 18 Consultation with the appropriate tribes. If requested to participate, Psomas' subject matter expert will be available to discuss any tribal concerns during one conference call. As part of this task, Psomas will also contact the Native American Heritage Commission (NAHC) to request a Sacred Lands File (SLF) Search. Results of the SLF Search will be appended to the cultural report and draft tribal consultation letters provided to the City for their use in AB 52 compliance.

Task 2.4 – Geology and Soils

Geotechnical Report. In May 2016, Ninyo & Moore prepared a preliminary geotechnical report for approximately 20 acres of the proposed 22-acre site. As part of the preparation of the MND, an update to the May 2016 preliminary geotechnical report to include the area of the site that was not studied in the May 2016, is required. In addition, a Work Plan is necessary to be approved by CalRecycle for trenching and soils testing to determine if any proposed City property for the Soccer Park is impacted by the December 2017 CalRecycle Report on the areas adjacent to City property. The scope of work for the geotechnical report for the additional area of the project site will include the following scope of work:

Leighton Consulting (Leighton) will prepare a geotechnical report to update a preliminary geotechnical report by Ninyo & Moore, dated May 2016, referenced in the City's RFP. As of this time, we have not been provided a copy of that report. Our scope of work to provide a geotechnical report that updates Ninyo & Moore's May 2016 report assumes that we will be provided a copy of that report, and that we do not identify any significant gaps in data and/ or analysis during our review process. Based on those assumptions, we propose the following scope of services:

- Review site geology as presented in Ninyo & Moore's May 2016 preliminary geotechnical report prepared for the property.
- Perform a site visit to evaluate the current site conditions.
- Review and discussion of the geotechnical characteristics of the earth materials based on available data presented in Ninyo & Moore's preliminary geotechnical report to evaluate the potential impacts on the Project site.
- Perform additional geotechnical analysis based on the current site conditions and prepare an updated geotechnical report for site development. The report will provide updated recommendations in accordance with the 2016 CBC and specifically address the proposed Colton Community Soccer Park development.
- Recommendations for further exploration and analysis, if necessary.

Subsurface Exploration. If Ninyo & Moore's May 2016 preliminary geotechnical report is not available for us to review, or if we identify any significant gaps in data and/or analysis during our review process, then subsurface exploration will be necessary to collect data to provide geotechnical recommendations for design and construction of the proposed Project. If necessary, we propose the following scope of services for subsurface exploration:

- Review of readily available, geologic maps and reports and aerial photographs. A portion of this review has been completed in preparation of this proposal.
- Notify Underground Service Alert at least 48 hours prior to commencing fieldwork to locate major public utilities, underground services and easements in the area of our proposed test pits. We would ask you to provide us with any information available regarding the locations of underground utilities onsite, if known. We cannot assume responsibility for the inherent risks if the utilities are not accurately marked at the site.
- Excavate, log, and sample up to eight test pits at various locations within the site. The test pits will be excavated to evaluate geotechnical properties of the subsurface soil and to collect soil samples for laboratory testing. The test pits will be advanced to as deep as 10 feet below the existing ground surface or practical refusal. The test pits will be visually logged by a member of our technical staff. Representative bulk soil samples will be collected. The test pits will be backfilled with the soil spoils.
- Conduct two open-pit falling head percolation tests within selected test pits to estimate the infiltration characteristics of the soils onsite. We will conduct our percolation testing in general accordance with San Bernardino County guidelines. Because the site is undeveloped, we expect to not have access to water on-site and would transport water to the site with a water trailer.
- Test representative soil samples obtained from the test pits in our geotechnical laboratory in general accordance with applicable ASTM Standards. This testing is anticipated to include grain size analysis, maximum dry density and optimum moisture content, and corrosivity (chloride and sulfate content, minimum resistivity, and pH), among others.
- Evaluation and analysis of the collected data by a Professional Engineer and Certified Engineering Geologist in accordance with the standard of care provided by our industry for this type of project.
- Preparation of a report providing a summary of subsurface conditions observed and preliminary recommendations for design and construction based on laboratory test results and data collected in the field. Our report will be signed by a Geotechnical Engineer and Certified Engineering Geologist.

If the May 2016 Ninyo & Moore preliminary geotechnical report is provided to us for review, the scope for subsurface exploration described above may be reduced, depending on the significance and number of gaps in data and/or analysis if any are found.

Task 2.5 – Hazardous Materials

In May 2017, Ninyo & Moore prepared a Phase II Environmental Site Assessment (ESA) for the Guyaux Waste Disposal Site that exists on a portion of the Project site. The results of the Phase II ESA will be incorporated into the MND. Based on the findings from CalRecycle's Historical Aerial Photograph Review Report, additional possible waste disposal sites are located within the City property (Griffin Parcel).

Phase II. A Phase II ESA will be conducted by Leighton The purpose of the Phase II ESA will be to assess whether possible wastes may be present on the Griffin Parcel, specifically on the southern portion of the Griffin Parcel, north of the riverbed, and on the northern portion of the Griffin Parcel which is located adjacent to the Guyaux WDS and east of the railroad tracks. The proposed Phase II ESA will include the following tasks:

- Prepare a Site-Specific Health and Safety Plan (HASP).
- Conduct a geophysical survey.

- Excavate 12 exploratory trenches.
- Conduct trench sampling and analysis.
- Prepare a sampling plan with sample point identification and locations, analytical methods, a quality assurance project plan (QAPP).
- Conduct air monitoring.
- Prepare a Phase II ESA report. The report will include descriptions of field methodologies, tabulated analytical data, analytical reports, figures and tables, a summary of findings and conclusions, and recommendations.

Geophysical Survey. The Phase II ESA will include geophysical survey including an electromagnetic (EM) grid survey, followed by targeted ground penetrating radar (GPR) survey of targeted anomalies of the areas of concern identified by review of historical references including historical aerial photographs and topographical maps, regulatory data, field reconnaissance observations and other information developed from the Phase I ESA. For purposes of this proposal, Leighton has estimated the areal extent of the geophysical survey of 4-acres in the northern portion of the site and 1.5 acres along the southwestern boundary of the Griffin Parcel.

Field Exploration, Sampling, and Analysis. Leighton will excavate up to 12 exploratory trenches using an excavator approximately 10 feet long by 5 feet deep on geophysical anomalies and other indications of landfill materials. The trenches will be logged and photographed and the sidewall monitored with a photo-ionization detector. The trenches will be backfilled with the same material that was removed after sampling. Up to 48 primary samples will be collected and analyzed for total petroleum hydrocarbons (TPH), volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), organochlorine pesticides (OCPs), polychlorinated biphenyls, and Title 22 metals.

Report of Findings. Leighton will prepare a Phase II ESA report which will include the geophysical survey, site plans, photographs, and logs of the investigative trenches, sample analytical results, a description of QA/QC procedures and results. The report will include descriptions of field methodologies, tabulated analytical data, analytical reports, figures and tables, a summary of findings and conclusions, and recommendations.

Phase I. Along with the existing Phase II ESA, preparation of a Phase I ESA of the entire Project site is necessary to determine if there are any potential hazards on the site outside of and in addition to the Guyaux Landfill. The scope of services for the Phase I ESA is consistent with the ASTM International (ASTM) 2013 guidance (Designation Number E1527-13) and the United States Environmental Protection Agency Standards and Practices for All Appropriate Inquiries (AAI). The objective of this assessment is to evaluate whether past or current activities have resulted in “recognized environmental conditions,” as defined in ASTM E1527-13 and AAI. The Phase I ESA will include the activities required under ASTM E1527-13 which generally conform to the City’s suggested scope of work in the RFP, including a governmental records review, site reconnaissance, interviews with persons knowledgeable about the site, and preparation of a summary report. One hard copy and one electronic copy of our report summarizing our findings, conclusions, and recommendations will be prepared and submitted to the City.

Task 2.6 – Hydrology

Psomas will prepare a hydrology study to determine if or to what degree the Project will impact the flood zone of the Santa Ana River. The hydrology study will be incorporated into the MND and if required, mitigation measures recommended to reduce potential hydrology impacts. Psomas reviewed the City’s RFP suggested scope of work regarding hydrology and proposes the following tasks for this Project:

- Psomas will perform background research and data collection pertinent to the determination of FEMA regulatory floodplains for the Project site. This includes collection of the Effective HEC-RAS models, the Flood Insurance Study (FIS) covering the Project site, recent Letter of Map

Amendments (LOMA)/Letter of Map Revisions (LOMR) in the vicinity of the Project site, and related regulatory documents Psomas determines are relevant to the Project. It is expected that the City or County will provide all relevant HEC-RAS models. The data and documents will be collected, reviewed and summarized for use in determining the detailed boundary of the regulatory 0.01 annual probability (100-year) floodplain. A detailed 100-year regulatory floodplain boundary map will be prepared based on the research and data collection, and on high-resolution site topography. The floodplain boundary map will be compared to the Effective Flood Insurance Rate Map (FIRM) Panel 8687J for any deviation from the Effective Map and any deviations will be noted to the City in writing. The analysis to prepare the floodplain boundary map includes rerunning the Effective HEC-RAS model of Santa Ana River for the reach that includes the Project.

- Psomas will complete an update to the City's Drainage Master Plan (surface hydraulics only) of the off-site portion of the City that drains directly to the Project. This is currently expected to include property from the old rail-road yard east of S 8th Street north along S 9th Street north to approximately E "L" Street and east to approximately S Fogg Street and Santa Ana River. The updated hydraulics will be conducted using AES software, or other currently accepted hydrologic software. The drainage patterns, model input, model output, and runoff times-of-concentration (TOC) and peak runoff rates for the 100-year, 2-year and 85th percentile storms will be summarized and presented to the City.
- A Hydrology and Hydraulics Technical memorandum will be prepared that summarizes all data collected, all hydrologic modeling methods and results, the extent of the existing FEMA 100-year floodplain, and a summary of potential hydraulic impacts to Santa Ana River as a result of the proposed Project. The memorandum will include all data collected, all model input and output files, all appropriate notifications (i.e. model corrections, potential Project impacts), and all Project maps. The memorandum and all files will be provided digitally. It should be noted that fill activities can result in changes to the regulator floodplain, even when fill activities occur outside of the regulatory floodway and within the flood fringe. Such activities will trigger the need for Conditional/ Letter of Map Revision based on fill (C/LOMR-F). All C/LOMR processing activities are specifically excluded from this proposal, including the preparation of FEMA MT-2 forms. Should such services be needed they can be completed under a separate contract.

Task 2.7 – Noise/Vibration

Psomas will prepare a Noise and Vibration Technical Study to determine whether potential noise and vibration related impacts would occur from construction and operation of the Project. To document existing noise levels in the Project area, an ambient noise measurement program would be initiated which includes up to six short-term measurements (15-minutes) to characterize current noise levels. Construction related noise and vibration will be quantified at the nearest residential uses and will be evaluated relative to policies, goals and limits established within the City of Colton's General Plan and municipal code. The operations phase of the Project would result in noise generation from mobile and stationary sources.

Mobile sources of noise from roadway vehicle travel will be quantified based on the Federal Highway Administration's Traffic Noise Prediction Model (FHWA RD-77-108 Model) to determine whether there would be a substantial increase in traffic related noise. Stationary sources of noise from the operations phase of the Project, such as from the Project's land uses (soccer fields, parking lot, maintenance yard, cell towers, and tot-lots) and noise attenuation provided by masonry walls will be quantified using the SoundPlan model. The results of the SoundPlan modeling will be displayed graphically and be used to determine whether operational noise is likely to exceed the City's Noise Ordinance Criteria. Land use compatibility relative to noise exposure will also be evaluated against State of California and City standards. Mitigation measures, if needed, will be proposed to reduce or eliminate potential noise and vibration impacts. This task includes one draft and one final version of the Technical Report, to be provided in electronic format and included as an appendix to the IS/MND.

Task 2.8 – Traffic and Circulation

Psomas will prepare a traffic and circulation report for the Project, which will include the following tasks, as outlined in the draft scope of work from the City's RFP.

Review Site Plan Access Locations and Internal Circulation. Psomas will review the site plan and Project site access locations, then assess adjacent roadway general plan classifications, intersection spacing criteria, and driveway spacing criteria. We will review internal circulation and interface via teleconference with the City/Project team (if necessary). We will then make any recommendations to the City/Project team regarding access and internal circulation features we feel may be appropriate.

Determine Scope of Traffic Impact Analysis. Psomas will propose Project trip generation rates based upon the Institute of Transportation Engineers, Trip Generation Manual, 10th Edition, 2017 and information provided by the City and/or Project engineer. Psomas will then propose Project trip distribution and assignment based upon anticipated trip patterns for the proposed development, and determine the study area, including intersections and roadway segments to be analyzed. We will also identify other development (cumulative) and area wide growth rate to use in the traffic impact analysis. We will then prepare a proposed scoping agreement/memorandum of understanding for the traffic impact analysis, including scenarios and methodology, for City approval. We will also interact with governmental agency staff and finalize traffic impact analysis scoping agreement/memorandum of understanding as needed.

Inventory Existing Roadway Conditions and Collect Existing Peak Hour Intersection Turning Movement Volume Data. Psomas will obtain Weekend (Saturday) Mid-Day peak period intersection turning movement counts at up to five study intersections, as necessary. The intersection turning movement counts will separate cars vs. trucks by axle. We will then conduct a field inventory of:

1. Intersection traffic control devices
2. Intersection approach lanes
3. Roadway segment through travel lanes for the study area

We will also review existing pedestrian, bicycle, truck routes, and transit facilities in the study area.

Determine Existing Plus Project Traffic Volumes. Psomas will assign Project trip generation and Project trip distribution, then calculate existing plus Project peak hour intersection turning movement volumes at study intersections. We will also calculate existing plus Project average daily traffic volumes on study roadway segments.

Determine Cumulative Traffic Volumes for Project Full Occupancy Year, Without Project. Psomas will determine trip generation and trip distributions for other development projects (up to 20 cumulative other development projects as necessary). We will calculate the background growth component of future traffic volumes as well as the cumulative future peak-hour intersection turning movement volumes at study intersections without Project trips. Finally, we will calculate cumulative future average daily traffic volumes on study roadway segments without project trips.

Determine Cumulative Traffic Volumes for Project Full Occupancy Year, With Project. Psomas will calculate cumulative future peak- hour intersection turning movement volumes at study intersections with Project trips. Next, we will calculate cumulative future average daily traffic volumes on study roadway segments with project trips. We will also conduct peak hour evaluations of project entrances, including inbound and outbound queue stacking requirements. Finally, we will provide a traffic signal warrant analysis at study intersections, if necessary.

Determine Cumulative Traffic Volumes for General Plan Buildout Conditions, Without Project. Psomas will determine buildout future traffic volumes based upon the San Bernardino Traffic Analysis

Model (SBTAM) provided by the San Bernardino Associated Governments. Based on that data, we will calculate buildout future peak- hour intersection turning movement volumes at study intersections without Project trips as well as the buildout future average daily traffic volumes on study roadway segments without Project trips.

Determine Cumulative Traffic Volumes for General Plan Buildout Conditions, With Project. Psomas will first calculate buildout future peak-hour intersection turning movement volumes at study intersections with Project trips. Next, we will calculate buildout future average daily traffic volumes on study roadway segments with Project trips.

Prepare Traffic Impact Analysis. Based on the preceding work, Psomas will analyze existing Levels of Service based on the Highway Capacity Manual delay methodologies and analyze existing plus Project traffic volumes to determine Levels of Service. Next, we will determine improvements needed to serve the existing plus Project traffic conditions, if necessary. Then we will analyze cumulative future traffic volumes to determine Levels of Service without project traffic conditions and determine improvements needed to serve the cumulative future without Project traffic conditions, if necessary. We will also analyze cumulative future traffic volumes to determine Levels of Service with Project trips and determine improvements needed to serve cumulative future with Project traffic conditions, if necessary. Psomas will also analyze buildout future traffic volumes to determine Levels of Service without Project trips and determine improvements needed to serve the buildout future without Project traffic conditions, if necessary. The traffic study will also analyze buildout future traffic volumes to determine Levels of Service with Project trips and determine improvements needed to serve the buildout future traffic conditions, if necessary.

As part of this work, we will review funding sources for study area circulation improvements, including funded improvements.

Report Preparation. Once we have completed these analyses, Psomas will prepare a draft traffic impact analysis that incorporates findings and all supporting calculations and assumptions. The traffic impact analysis will be signed and stamped by a Registered Engineer in the State of California. Traffic mitigation measures will be recommended to reduce traffic impacts to less than significant, if required to comply with CEQA. This task includes one draft and one final version of the Technical Report, to be provided in electronic format and included as an appendix to the IS/MND.

IMPORTANT NOTE: Psomas will conduct the work identified above with the following clarifications to the City's RFP's suggested scope:

- In addition to the weekend peak (Saturday mid-day), turning movement counts will be also be performed for the weekday peak hour. Although trip generation for the site is considerably higher on weekends, the overall volumes on the road network are highest during the weekday PM peak.
- Along similar lines, the Traffic Impact Analysis will evaluate Level of Service for both the weekday PM peak and Weekend Peak to ensure that all potential impacts are identified and mitigated. A weekday AM peak hour trip generation will be listed but AM Peak hour LOS analysis is excluded as the site is expected to generate five (5) or less weekday AM Peak Hour trips.

Task 2.9 – Engineering and Survey Services

For the purpose of this proposal, the Colton Soccer Park Project limits shall be the five parcels owned by the City of Colton per the current Assessor's parcel maps. Cadastral research will be conducted at the County Surveyor's Office, San Bernardino Flood Control and City of Colton to obtain copies of any available record maps, including Assessors Maps, Tract Maps, Parcel Maps, Records of Survey, Centerline Ties and Benchmark data.

Utilities. Psomas will research records with the City of Colton and related agencies for existing utility improvements on and adjacent to the Project site. Compile relevant data and input on base map. Prepare a

conceptual utility plan depicting all underground utilities including storm drain, sewer, and water pipelines, also shown will be surface features such as proposed buildings and curbs.

Proposed sewer, water and storm drain services will be shown conceptually based on the most efficient and feasible alignments to serve the conceptual site plan and grading provided by the team (City RFP Engineering Tasks 1, 2, and 5).

Conduct Final Boundary Survey to Prepare Lot Consolidation. Psomas will conduct required field work to locate existing monuments and analyze record mapping to establish overall Project boundary. Help City prepare for recording lot consolidation to create one site per revised site plan. Psomas field surveyors will recover and survey key monuments along street centerline and property boundary as part of the Cadastral Monument Survey and shall be tied into the Project horizontal control network, using GPS and conventional survey methods. A base map will be prepared displaying the land net of subdivision of land based on record maps that includes the street centerlines and right of way widths, and property boundary lines per the record data research attained at the County of San Bernardino, San Bernardino Flood Control, and City of Colton. The services described in this scope will be limited to rectifying the record mapping to monuments found in the field.

Psomas assumes that the client will obtain the Preliminary Title Reports (PTR's) for the four parcels owned by the City of Colton to be consolidated into one parcel. Plottable easements that affect proposed Project limits will be shown and labeled. Non-plottable easements will be noted in tabular form (City RFP Engineering Task 3). This work will include the identification of "Land Net to Include" with a CAD base map in DWG format and a Legal Description with one signed, sealed map of the plat and legal description.

Field Topography (Utilities). Provide Field Topography of storm drain, sewer and water. Perform a detailed topo of physical join points for horizontal and vertical control. Conventional topographic survey of key locations provided by the City for storm drain, sewer and water shall be conducted to supplement the aerial mapping within the Project limits. These locations shall be 50-foot x 50-foot independent surveys to collect design data for the existing utility tie-in join locations (City RFP Engineering Task 4). The survey would include the collection of: Storm drain catch basin/manhole rim and invert elevations (assumes 4 locations); Sewer manhole rim and invert elevations (assumes 6 locations); and Water tie-in join locations (assumes 2 locations). Manholes shall be dipped to collect invert elevation based on a nearby City of Colton benchmarks. Once fieldwork has been completed, the survey data will be reviewed, reduced and imported into a CAD base mapping file in AutoCAD Civil 3D format. Field located topographic features will be labeled with their respective point number, elevation and descriptions. Psomas office surveyors will produce a topographic base mapping file in DWG format of the surveyed scope at a mapping scale of 1" = 40' including surface contours at 0.5-ft interval.

Conceptual Grading Plan. Psomas will prepare a conceptual grading plan including pad grades and limits; slopes, rates of grade, high and low points; required storm drain layout and existing and proposed contours. The conceptual grading plan will be based on the Conceptual Site Plan prepared by the City of Colton dated February 2018. The site plan shall be provided in AutoCAD (.dwg) format.

Storm water quality methods will be incorporated into the design, and the approximate size and elevation of drainage devices will be provided to determine the design's feasibility. Psomas will calculate the raw cut and fill earthwork quantities for the purposes of the MND impact analysis. This grading plan will also be prepared to support the proposed condition Hydrology Study as detailed above (City RFP Engineering Task 6).

Aerial Topography. Provide Aerial Topography at a scale of 1" = 40' with 1-foot contours, spot elevations, and all visible man-made features (City RFP Engineering Task 7). This work will include

a horizontal and vertical control survey and aerial mapping flown in color showing 1-foot contours based on five control points with aerotriangulation for improved accuracy.

Preliminary Water Quality Management Plan. Psomas will prepare a Preliminary Water Quality Management Plan (PWQMP) to identify best management practices for the intended uses of the Project in accordance with state, county and local requirements. This task includes preliminary hydromodification calculations for preliminary sizing of detention basins. Recommendations for storm water treatment and mitigation measures for hydromodification if necessary shall be shown as part of the conceptual grading and drainage plan. The PWQMP will be prepared to support the analysis contained in the MND (City RFP Engineering Task 8).

Quantity and Cost Estimates. Psomas will prepare a cost estimate based on the final revised master site plan as submitted for plan check (City RFP Engineering Task 9).

TASK 3: INITIAL STUDY

Psomas will prepare an Initial Study (IS) pursuant to the requirements of the State CEQA Guidelines and based on thresholds presented in the City of Colton's CEQA Guidelines. Based on review of online documents, it is understood the City's CEQA Guidelines reflect the checklist in Appendix G of the State CEQA Guidelines. The California Natural Resources Agency has begun the formal administrative rulemaking process to consider several proposed changes to the CEQA Guidelines. These changes are not yet in effect; therefore, this Scope of Work assumes use of the current CEQA Checklist.

MAJOR ENVIRONMENTAL ISSUES: Due to its proximity to the Santa Ana River, Psomas believes the key issue for successfully completing this Project will be consulting and negotiating with the various involved resource and regulatory agencies. Other major issues include impacts to adjacent residents and residences during construction (temporary impacts) and operation of the park (permanent impacts) including noise, air pollutants including dust, and traffic during peak park use periods (which are not typical peak traffic periods for work and school trips). Additional issues will involve potential contamination by hazardous materials either onsite or on the adjacent landfill property, cultural and tribal resources, and potential impacts to the Santa Ana River if planned improvements (i.e., detention basins) are located in the river channel.

Task 3.1 – Administrative Draft Initial Study

Psomas will prepare an Administrative Draft IS, based on the current CEQA checklist. In compliance with Section 15063 of the State CEQA Guidelines, the IS will contain a description of the Project; the location of the Project site; a discussion of the environmental and regulatory setting; an identification of the Project's potential environmental effects; and identification of any required mitigation measures. The discussion of the environmental setting will be based on a review of existing literature, including the City's General Plan and the Project's application; Project engineering/ technical studies; aerial photographs; and the site visit conducted under Task 1. Comments received on the draft Project Description (Task 1) will be incorporated, and the final Project Description will be presented in the Administrative Draft IS.

Psomas' understanding of the key issues that would be expected for this Project is discussed above under "Project Understanding and Approach" and "Major Environmental Issues". For each of the 18 environmental topics discussed in the IS, Psomas will (1) provide a discussion of existing Project site conditions relevant to that topic; (2) conduct a Project-specific analysis; (3) identify potential adverse environmental impacts; and (4) provide feasible mitigation measures, if necessary, to avoid or reduce any significant adverse impacts to less than significant levels. Results of all the technical studies identified in Task 2 will be summarized in the IS in their respective topical sections, and provided as technical appendices to the IS. The Administrative Draft IS will address Mandatory Findings of Significance based on both the findings of the topical analyses and potential cumulative impacts based on the related project list provided by the City. Psomas will electronically (Word and .pdf) submit the Administrative Draft IS to the City for review and comment.

Task 3.2 – Screencheck Draft Initial Study

Upon receipt of compiled comments from the City, Psomas will revise the document accordingly and prepare the Screencheck Draft IS/MND for electronic submittal. All revised Word files will be provided in track-change for ease of review and confirmation that all comments have been incorporated/addressed. This task assumes that City comments will not require more than 38 hours of professional staff time for revisions and that no new technical analyses (e.g., due to changes in the project description, changes to the impact area) or new quantitative analyses will be required.

TASK 4: MITIGATED NEGATIVE DECLARATION

Task 4.1 – Public Review Initial Study/ Mitigated Negative Declaration

Upon receipt of compiled comments from the City on the Screencheck Draft IS, Psomas will revise the document accordingly. An “Approval Draft” electronic of the IS/Mitigated Negative Declaration (MND) to the City for final review to confirm that all comments have been appropriately incorporated and for approval to print for public distribution. This task assumes that any revisions necessary at this stage will be minimal and assumes up to 18 hours of professional staff time. Psomas will also prepare a Notice of Intent to Adopted an MND (NOI) and Notice of Completion (NOC) that will accompany the distribution of the IS/MND. The IS/MND distribution is assumed to require a 30-day review period to allow State (responsible) agencies to participate in review of the IS/MND.

Psomas will be responsible for reproducing 15 CDs (each including the IS/MND and Appendices), 15 copies of the Project Summary Form, 15 copies of the NOI, and the NOC for submittal to the State Clearinghouse. Additionally, Psomas will produce and mail out up to 5 hard copies (including two (2) hard copies of the technical appendices); 20 additional CDs of the IS/MND and NOI to public agencies and other interested parties using overnight delivery or certified mail for the agencies, and USPS for others; and up to 50 copies of the NOI to various individuals using USPS. Additional mailings will be completed at cost. This Scope of Work assumes that the City will post the notice at the site and other public notice areas and coordinate publishing the NOI in a local paper and posting the web-ready IS/MND files provided by Psomas on the City’s website. Psomas will be responsible for posting the NOI with the San Bernardino County Clerk of the Board, including associated filing fees.

TASK 5: FINAL INITIAL STUDY/ MITIGATED NEGATIVE DECLARATION

Task 5.1 – Administrative Draft Responses to Comments

Once the public review period has ended, Psomas will review comments received on the IS/MND. Psomas, with assistance from City staff and other members of the Project Team, will prepare written responses to comments that raise significant environmental issues. For the purposes of this proposal, it is assumed that comments on the IS/ MND will be moderate and mainly be from the regulatory agencies. The Administrative Draft Final IS/MND, comprised of responses to comments and errata, if necessary, will be electronically submitted to City for review. This Scope of Work assumes that Psomas will spend approximately 30 hours of professional staff time on this task. If it appears that additional effort will be necessary to prepare legally adequate responses or if late comment letters are received that raise significant environmental issues, Psomas will notify City staff that a budget augment may be needed.

Task 5.2 – Screencheck Responses to Comments

Upon receipt of compiled comments from the City, Psomas will revise the Administrative Draft Final IS/MND, coordinate with the technical team members regarding revisions that are needed. This Scope of Work assumes that Psomas will spend approximately 12 hours of professional staff time on this task. Psomas will provide an electronic “Approval Draft” document to the City for review and approval to print. Individual responses to comments will be provided to commenters.

Task 5.3 – Mitigation Monitoring and Reporting Program

Psomas will prepare a Mitigation Monitoring and Reporting Program (MMRP) in compliance with Section 21081.6 of CEQA, for City review. The MMRP will be prepared in a matrix format; will provide the timing and entity responsible for completing each mitigation measure; and will include the City department or individual responsible for verifying that the mitigation measure has been implemented. The MMRP is the sole required documentation subsequent to public distribution of an IS/MND. The Mandatory Findings of Significance will be addressed in the IS/MND.

Task 5.4 – Notice of Determination

Psomas will prepare the Notice of Determination (NOD) and file the NOD with the San Bernardino County Clerk of the Board within five business days of approval of the Project by the City and provide the City with proof of filing. The Scope of Work does not include the Clerk of the Board and California Department of Fish and Wildlife (CDFW) filing fees.

TASK 6: MEETINGS AND MANAGEMENT

TASK 6.1 – Meetings

This task assumes up to 28 hours of staff time for Psomas' participation in up to five meetings at the City and two public hearings. Psomas will coordinate scheduling the meeting, prepare an agenda, and provide e-mail meeting minutes of each meeting.

These meetings/hearings are separate from the kick-off meeting and site visit in Task 1 and bi-weekly Conference calls (Task 6.2). Psomas will also prepare any PowerPoint presentations that are needed for the hearings. Additional meeting time will be billed on a time-and-materials basis, based on our hourly rates and subject to prior approval.

Task 6.2 – Project Management and Administration

Throughout the CEQA process, Psomas will maintain regular telephone and email communications with the City, as appropriate, to discuss the status of the Project and/or to resolve issues as they arise. This task includes scheduling and participating in bi-weekly (every other week) conference calls to discuss the Project and proactively resolve any pressing issues. The Psomas Principal in Charge will be available for strategic consultation as needed. This task also includes internal administrative coordination and invoicing tasks. The work plan for the IS/MND assumes that Project management activities will extend over the entire IS/MND preparation period of approximately one year, from Project initiation and technical studies until the NOD is filed, assuming timely review of materials by the City. Project extensions or delays may require a budget augment for this task.

EXHIBIT "B"
SCHEDULE OF SERVICES

All work shall be completed by September 30, 2018.

ATTACHMENT B SCHEDULE

#	TASK	TIME	COMPLETION*
	Authorization to Proceed	—	Mid November 2018
1.0	PROJECT INITIATION		
1.1	Kick-off Meeting	1 day	Mid November
1.2	Project Description	2 Weeks	End November
1.3	Coordination with Resource Agencies	2+ Months	Ongoing
2.0	TECHNICAL STUDIES		
2.1	Air Quality/Greenhouse Gas Emissions	6 Weeks	First Drafts of Tasks 2.1 through 2.8 are anticipated Early January 2019
2.2	Biological Resources**	6 Weeks**	
2.3	Cultural Resources	8 Weeks	
2.4	Geology and Soils	6 Weeks	
2.5	Hazardous Materials	6 Weeks	
2.6	Hydrology	4 Months	
2.7	Noise/Vibration	4 Weeks	
2.8	Traffic and Circulation	10 Weeks	
2.9	Engineering and Survey	4 Months	
3.0	INITIAL STUDY		
3.1	Administrative Draft Initial Study	6 Weeks	End March
	City Staff Review	4 Weeks	End April
3.2	Screencheck Draft Initial Study	1 Week	Early May
	City Staff Review	2 Weeks	Late May
4.0	DRAFT MITIGATED NEGATIVE DECLARATION		
4.1	Approval Draft and Public Review Initial Study/MND	40 Days	Late June
5.0	FINAL MITIGATED NEGATIVE DECLARATION		
5.1	Administrative Draft Response to Comments	2 Weeks	Mid July
	City Staff Review	2 Weeks	End July
5.2	Screencheck Response to Comments	1 Week	Early August
	City Staff Review	1 Week	Mid August
5.3	Mitigation Monitoring and Reporting Program	2 Weeks	Early August
5.4	Notice to Determination	1 Day	End September
6.0	MEETINGS AND MANAGEMENT		
6.1	Meetings		
	City Staff Meetings (5)	As Needed	—
	Public Hearings (2)	2 Months	August–September
6.2	Project Management and Administration	Ongoing	—
	TOTAL	10 months	End September 2019

* Allows for overlap of some tasks – differs from original proposal schedule based on the actual authorization to proceed

** Surveys for burrowing owl and Woolly star will occur prior to approval of MND in Consultation with the Resource Agencies

EXHIBIT "C"
COMPENSATION

**Compensation shall not exceed Two Hundred, Eighty Four Thousand, Two Hundred,
Thirty Five Dollars (\$284,235)**

ATTACHMENT C COMPENSATION

#	TASK	COST (\$)	TOTAL
1.0	PROJECT INITIATION		
1.1	Kick-off Meeting	\$1,700	\$15,670
1.2	Project Description	\$2,970	
1.3	Coordination with Resource Agencies	\$11,000	
2.0	TECHNICAL STUDIES		
2.1	Air Quality/Greenhouse Gas Emissions	\$7,010	\$202,470
2.2	Biological Resources	\$25,070	
2.3	Cultural Resources	\$6,580	
2.4	Geology and Soils	\$5,940	
2.5	Hazardous Materials	\$8,440	
2.6	Hydrology	\$29,040	
2.7	Noise/Vibration	\$9,310	
2.8	Traffic and Circulation	\$20,370	
2.9	Engineering Tasks	\$34,340	
	Survey Tasks	\$56,370	
3.0	INITIAL STUDY		
3.1	Administrative Draft Initial Study	\$19,030	\$26,810
3.2	Screencheck Draft Initial Study	\$7,780	
4.0	DRAFT MITIGATED NEGATIVE DECLARATION		
4.1	Approval Draft and Public Review Initial Study/MND	\$7,250	\$7,250
5.0	FINAL MITIGATED NEGATIVE DECLARATION		
5.1	Administrative Draft Response to Comments	\$6,210	\$9,730
5.2	Screencheck Response to Comments	\$2,410	
5.3	Mitigation Monitoring and Reporting Program	\$ 740	
5.4	Notice to Determination	\$ 370	
6.0	MEETINGS AND MANAGEMENT		
6.1	Meetings		\$19,005
	City Staff Meetings (5)	\$2,000	
	Public Hearings (2)	\$2,995	
6.2	Project Management and Administration	\$14,010	
	SUB-TOTAL	—	\$280,935
	DIRECT COSTS		
	Copies, Mailings, etc.	\$1,800	\$3,300
	Fees, etc.	\$ 700	
	Mileage/Travel	\$ 800	
	TOTAL	—	\$284,235