

REIMBURSEMENT AGREEMENT

This **REIMBURSEMENT AGREEMENT** (“Agreement”) is made and entered into as of September 27, 2022 (the “Effective Date”), by and between the **CITY OF RIALTO**, a municipal corporation (“City”), and **LEWIS-HILLWOOD RIALTO COMPANY, LLC**, a Delaware limited liability company (“LHR”).

R E C I T A L S

A. The City and LHR entered into that certain Second Amended and Restated Contract of Sale for Areas B, C and D (the “**BCD Contract**”) dated September 25, 2012 pursuant to which the City agreed to sell to LHR approximately 438 acres of real property within the boundaries of the former Rialto Municipal Airport (the “**BCD Property**”).

B. The City and LHR entered into the Area A Contract of Sale on January 10, 2017 (“**Area A Contract**”) pursuant to which the City agreed to sell to LHR approximately 58 acres of real property adjacent to the BCD Property (the “**Area A Property**”).

C. The City and LHR entered into that certain First Implementation Agreement Re Second Amended and Restated Contract of Sale for Areas B, C, and D and the Area A Contract of Sale as of December 13, 2016 (the “**First Implementation Agreement**”).

D. Concurrent with entering into the First Implementation Agreement, the City and LHR entered into a Development Agreement dated December 13, 2016, regarding the development of the Area A Property and the BCD Property (the “**Development Agreement**”).

E. Section 8.1 of the Development Agreement provides that (i) to the extent the City is able to acquire approximately 7.1 acres (the “**Option Parcel**”) owned by the City, 9.7 acres (the “**SARDA Parcels**”) owned by SARDA, and 3.4 acres (the “**Linden/Miro Parcel**”) owned by the City (collectively, the “**Property**”), (ii) receives anticipated proceeds from sales of certain Area A Property and BCD Property, and (iii) LHR pays to the City certain amounts, the City shall be obligated to construct a public park on the Property.

F. Pursuant to the First Implementation Agreement, LHR waived its right to exercise its option set forth in Section 2.01 of the BCD Contract with respect to the Option Parcel provided that the Option Parcel is developed as a public park.

G. On February 27, 2018, the City Council authorized the acquisition of the Linden/Miro Parcel for which a grant deed was recorded in the official records of San Bernardino County on April 10, 2018, and on September 14, 2021, the City Council adopted its Resolution No. 7770, declaring the Linden/Miro Parcel surplus land. The City received confirmation of its compliance with the Surplus Land Act from the Department of Housing and Community Development (“**HCD**”) by letter dated July 8, 2022.

H. On April 26, 2022, SARDA adopted its Resolution No. 7860, declaring the SARDA Parcels surplus land. SARDA received confirmation of its compliance with the Surplus Land Act from the HCD by letter dated August 2, 2022.

I. The City and SARDA intend to collectively market the Linden/Miro Parcel and four of the SARDA Parcels and a portion of a fifth SARDA Parcel totaling approximately 22.31 acres (the “**Rialto Parcels**”) pursuant to a competitive process designed to obtain the highest possible price for the parcels.

J. The Rialto Parcels and the Option Parcel are subject to the Renaissance Specific Plan (the “**RSP**”) and are zoned for public park use.

K. Concurrently with conducting the disposition process for the Rialto Parcels, the City and LHR intend to process an amendment to the Renaissance Specific Plan to revise the permitted land uses therein by eliminating the park and school site designations and replacing them with business center land uses to support industrial warehousing and similar development.

L. Because the Option Parcel will not be developed as a public park, LHR retains its right to exercise its option with respect to the Option Parcel as set forth in Section 2.01 of the BCD Contract.

M. LHR also retains its right to exercise its option with respect to approximately 4 acres of the school-designated site and an adjacent 6.4 acres within PA 116 of the RSP (together, the “Adjacent Option Parcels”).

N. The Parties concur that collectively entitling the Rialto Parcels, the Option Parcel and the Adjacent Option Parcels (the “Entitlements”), will facilitate the orderly development of the property and maximize its value.

O. The Parties desire to cooperate with respect to the entitlement of the Rialto Parcels, the Option Parcel, and the Adjacent Option Parcels.

P. LHR elected to enter into an agreement with Kimley Horn Associates for the preparation and processing of such entitlements (the “KHA Contract”). The KHA Contract is attached hereto as Exhibit A and incorporated by this reference.

Q. Subject to the terms and conditions set forth in this Agreement, LHR shall contract for the Entitlements and the City shall reimburse LHR the costs for the preparing and processing the Entitlements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and LHR agree as follows:

1. Responsibilities of City. City agrees to pay to LHR all third-party costs (“Reimbursable Costs”) actually incurred and paid by LHR that are directly attributable to the Entitlement Work by KHA. City shall make such reimbursement payments to LHR in accordance with the procedures set forth in Section 4 below from moneys held in Escrow Account No. 1084650200 (“City Escrow Account”), established pursuant to the Escrow Instructions by and between the City, LHR, and First American Trust FSB (“Escrow Holder”) dated February 19, 2013. The total amount to be paid by City pursuant to this Section 1 (exclusive of change orders pursuant to Section 2) shall not exceed Four Hundred Thirty-Nine Thousand Eight Hundred Dollars (\$439,800). A budget for the services subject to the reimbursement by the City, as described in this Section, is set forth below:

Item Subject to Reimbursement	Estimated Reimbursable Costs
Kimley Horn Associates – Entitlements (Specific Plan Amendment, Administrative Draft SEIR, Draft SEIR, Final SEIR and related work)	\$443,450
Total	\$443,450

2. Change Orders. City shall have the right to review and approve or disapprove any and all change orders under the contract described in Section 1 that would result, cumulatively or individually, in an increase in the contract price of twenty percent (20%) or more. City’s Economic Development Manager (“City’s Designee”) shall have authority to approve change orders on behalf of the City; provided that City shall have no obligation to pay or reimburse LHR for work performed under change orders cumulatively exceeding Eighty-Seven Nine Hundred Sixty-Five Dollars (\$88,690), without prior approval. The City’s total obligation under Sections 1 and 2 of this Agreement is hereby expressly limited to Five Hundred Twenty-Seven Thousand Seven Hundred Sixty Dollars (\$532,140), without prior approval.

3. Responsibilities of LHR. LHR shall be responsible for (a) preparing (or causing to be prepared) the Entitlements as described in the KHA Contract. LHR shall provide the City with copies of all reports and design documents produced by LHR or any of its contractors and/or consultants in connection with the Entitlements. LHR shall notify the City of, and allow the City to participate in, all meetings related to the Entitlements. The final completion of the Entitlements shall be subject to the approval of the City’s Designee.

4. Reimbursement Procedure.

(a) On or after the Effective Date, LHR shall submit to the City’s Designee from time to time, but no more frequently than monthly and no less frequently than every two months a “Request for Reimbursement” setting forth the exact amount of Reimbursable Costs for which LHR is seeking reimbursement. Each Request for Reimbursement shall be accompanied by the list of Reimbursable Costs for which reimbursement is sought setting forth (1) the nature of the product or service obtained by LHR, (2) the name of the provider of the product or service, and (3) the charge for such product or service in the full amount of the payment made by LHR. Such list shall be certified as accurate and correct by LHR’s project manager in charge of overseeing the preparation and implementation of the Entitlements.

(b) Seven (7) business days after receipt of such Request for Reimbursement by the City’s Designee, the City’s Designee shall deliver, or cause to be delivered, a copy of such Request for Reimbursement to Escrow Holder with written instructions to release to LHR either (i) the full amount of the requested sum as set forth in the Request for Reimbursement (the “Full Reimbursement Sum”) from the City Escrow Account, or (ii) the Full Reimbursement Sum less that which the City contests is either not yet due or subject to objection (in either case, the “Contested Portion”). The City’s Designee shall simultaneously give written notice to LHR (“Notice of Contest”) of the amount of the Contested Portion and stating with reasonable specificity its reason for objecting to the Contested Portion. The City’s Designee and a representative from LHR shall meet and confer, either in person or by phone, within five (5) business days after LHR’s receipt of the Notice of Contest and shall use their good faith efforts to promptly resolve any issues regarding the Contested Portion. As used herein, “business days” shall mean Monday through Thursday, excluding federal and state holidays.

5. City Officers and Employees. No officer or employee of the City shall be personally liable to LHR or any successors in interest in the event of any default or breach by the City or for any amount which may become due to LHR or any successor(s) in interest or for breach of any obligation of the terms of this Agreement. No officer or employee of LHR shall be personally liable to the City or any successor(s) in interest in the event of any default or breach by LHR or for any amount which may become due to the City or their successors in interest or for breach of any obligation of the terms of this Agreement.

6. Notice. Any notice, demand, request, consent, approval, or communication either party desires or is required to give to the other party or any person shall be in writing and either served personally or sent by prepaid, first-class mail to the address set forth below. Notice shall be deemed communicated immediately upon personal delivery or forty-eight (48) hours from the time of mailing if mailed as provided in this Section.

To City: City of Rialto
150 S. Palm Avenue
Rialto, CA 92376
Attn: City Manager

Copies to: City Attorney
City of Rialto
150 S. Palm Avenue
Rialto, CA 92376

To LHR: Bryan Goodman
Lewis-Hillwood Rialto Company, LLC
1156 Mountain Avenue
Upland, CA 91786

Copies to: Jay Dupre
Vice President/General Counsel
Lewis Management Corp.
1156 Mountain Avenue
Upland, CA 91786

Scott Morse
HGI CA Investors, L.P.
901 Via Piemonte, Suite 175
Ontario, CA 91764
Tel (909) 382-0033 ext. 8103
Fax (909) 382-0073

7. Assignment.

(a) The parties hereto may not assign their obligations hereunder to any person or entity without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld. It shall be reasonable for a party to withhold its consent hereunder if the proposed assignee is unwilling, or financially incapable, or not professionally competent to carry out the assigning party's obligations hereunder. In addition, any such assignment shall only be effective

if, in addition to being approved in writing as provided in the first sentence of this Section, the assigning party and the proposed assignee execute an Assignment and Assumption Agreement whereby the assignee assumes all the duties and responsibilities of the assigning party under this Agreement in the form approved by the non-assigning party, such approval not to be unreasonably withheld.

(b) Upon the receipt by LHR of the final payment due under this Agreement, LHR shall execute an assignment agreement for the Converse Contract assigning all of its rights and remedies against Converse under the Converse Contract to the City in a form approved by the City, such approval not to be unreasonably withheld.

8. General Provisions.

(a) Except as otherwise provided herein, the terms, conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns, and successors of the parties hereto.

(b) The parties to this Agreement do not rely upon any warranty or representation not contained in this Agreement.

(c) This Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

(d) Any failure or delay by any party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies provided for herein.

(e) This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing signed by the parties.

(f) This Agreement, upon acceptance by the parties hereto, constitutes the sole and only agreement between the parties hereto as to the subject matter hereof, and is intended by each to constitute the final written memorandum of all of their agreements and understandings in this transaction. No covenants, warranties, and/or representations, express or implied, and no promises or prior agreements whatsoever have been made, agreed to, or entered into by the parties hereto which are not expressly set forth herein; and if either party hereto has attempted to make such covenants, warranties, and/or representations, promises or prior agreements, the same are each superseded hereby and waived.

(g) The parties hereto acknowledge and agree that each has been given the opportunity to review this Agreement independently with legal counsel and other professionals of each party's own choosing, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. All words, unless otherwise specifically defined in this Agreement, shall have their ordinary meanings as set forth in any dictionary of American English in common usage; there are no secrets or code words. Any capitalized word, term, or phrase not otherwise defined in any Exhibit shall have the meaning assigned to it in this Agreement. The parties have equal bargaining power and intend the plain meaning of the provisions herein. In the event of an ambiguity in or dispute regarding the interpretation of same, the interpretation of this Agreement shall not be resolved by any rule of interpretation providing for interpretation against the Party who causes the uncertainty to exist or against the draftsman.

9. Severability. In the event that any provision or provisions of this Agreement are held unenforceable, all provisions not so held shall remain in full force and effect.

10. Authority of Signatories. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by so executing this Agreement the parties are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY:

CITY OF RIALTO,
a California municipal corporation

Marcus Fuller, City Manager

ATTEST:

Barbara McGee, City Clerk

APPROVED AS TO FORM:

Eric Vail, City Attorney

LHR:

LEWIS-HILLWOOD RIALTO COMPANY, LLC,
a Delaware limited liability company

By: LEWIS-RIALTO COMPANY, LLC, a Delaware
limited liability company, its Managing
Member

By: LEWIS MANAGEMENT CORP., a
Delaware Corporation, its Sole
Manager

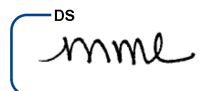
By: _____
Name: _____
Title: Authorized Agent

By: HGI CA INVESTORS, L.P.,
a California limited partnership

By: HGI GP, LLC, a Texas limited
liability company, its general partner

By: _____
Name: _____
Title: _____

EXHIBIT A
KHA CONTRACT

CONSULTANT WORK AGREEMENT
FOR DESIGN SERVICES - CIVIL ENGINEERING

Agreement No.: 25514

Dated: July 19, 2022

Job Number(s): 702200750

Renaissance - Miro Way Rezoning

This Work Agreement is issued pursuant to and is hereby made a part of that certain Master Consultant Agreement between the parties identified below as "CLIENT" and "CONSULTANT", dated September 18, 2014, and numbered M70220 (the "**Master Agreement**"). This Work Agreement specifically incorporates herein by reference all the terms and conditions of said Master Agreement as though set forth in full herein. (If the Master Agreement is a Master Consultant Agreement (Short Form) then this Master Agreement includes all of the provisions of the original Master Agreement referred to in such Master Consultant Agreement (Short Form).) All references, if any, in the Master Agreement to "Lewis Operating Corp., a California corporation" shall be amended to read "Lewis Management Corp., a Delaware corporation." The term "**Agreement**" whenever used in the Master Agreement or this Work Agreement shall mean the Master Agreement as amended, modified, and supplemented by this Work Agreement.

1. General Information:

- (a) CLIENT: LEWIS-HILLWOOD RIALTO COMPANY, LLC,
a Delaware limited liability company
1156 North Mountain Avenue
Upland, California 91786
Telephone: (909) 985-0971
- (b) CONSULTANT: **KIMLEY-HORN AND ASSOCIATES, INC.,**
a North Carolina corporation
Post Office Box 847385
Los Angeles, California 90084
Telephone: (951) 543-9868
- (c) VENDOR NUMBER: 387579
- (d) OWNER: LEWIS-HILLWOOD RIALTO COMPANY, LLC
- (e) Project: Tract/Legal:
Name: Renaissance
Location: Miro Way and Ayala Drive
City: Rialto
County: San Bernardino
State: California

2. (a) CLIENT's Authorized Representative is Glen Crosby, who can be reached at (909) 985-0971.
- (b) CONSULTANT's Authorized Representative is Karina Malouf, who can be reached at (951) 543-9868.
2. Scope of Services: The work comprising CONSULTANT's Services shall be as follows:

SPECIFIC PLAN AMENDMENT, CEQA ANALYSIS, AND SEIR
RENAISSANCE - MIRO WAY REZONE
RIALTO, CALIFORNIA

CONSULTANT shall provide planning services including, but not necessarily limited to, the services described herein.

PROJECT DETAILS

Project includes the construction of five (5) warehouse buildings consisting of a total of 626,830 square feet located on approximately 31.26 acres within the city of Rialto (City). The Project site is located at the intersection of Miro Way and Ayala Drive, referred to as the Miro Way and Ayala Drive Project.

CONSULTANT shall assist with the preparation of a Specific Plan Amendment, the California Environmental Quality Act (CEQA) document and associated technical studies for the proposed Project. This Project will likely require the preparation of a Subsequent Environmental Impact Report (SEIR) to the December 2016 Renaissance Specific Plan Amendment Final Recirculated Subsequent Environmental Impact Report and the 2010 Renaissance Specific Plan Final EIR (SCH 2006071021).

SCOPE OF WORK

CONSULTANT shall provide the services specifically set forth herein. CONSULTANT shall prepare a Specific Plan Amendment, Administrative Draft SEIR, Draft SEIR, Final SEIR, and related work products for the Project. These documents will be prepared in accordance with CEQA (Section 21000 et seq. of the California Public Resources Code), the CEQA Guidelines (California Code of Regulations Section 15000 et seq.), environmental guidelines of the City, and the regulations, requirements, and procedures of other responsible public agencies with jurisdiction by law.

There are several environmental topics that may be of special concern for the public. These areas include traffic and circulation, air quality/greenhouse gas, noise, cultural, and biological resources. CONSULTANT's Project team will include technical experts in each of these fields who are available to conduct the analysis and incorporate the Project design features that have been included to reduce potential impacts. Coordination with these technical experts will occur early on in the SEIR process to ensure the correct approach for each of the sensitive topic areas is taken.

The purpose of this scope of work is to define certain tasks requested by CLIENT and necessary to meet CEQA compliance requirements for implementation of the proposed Project. The following scopes and fees are based on CONSULTANT's experience with the City and typical level of effort in addressing City and Master Developer comments.

CONSULTANT's scope of services to be provided is as follows:

TASK 1: SPECIFIC PLAN AMENDMENT

CONSULTANT shall prepare a Specific Plan Amendment to the City of Rialto Renaissance Specific Plan Amendment (RSPA), dated December 2016. The proposed Specific Plan Amendment will provide a revision to Planning Areas 116, 123, 126, and 133 to change the subject property's zone change from "Residential", "School", "Public Park" and "Employment" to "Business Center". CONSULTANT has assumed that the original design and text files from the RSPA Specific Plan Amendment are not available. CONSULTANT has assumed that CLIENT will not be requesting modifications to the design guidelines for the proposed Project.

Specifically, the following figures are anticipated to be updated:

- Figure 1-3 Planning Areas and Parcels
- Figure 2-2 Land Use Diagram
- Figure 3-3 Vehicular Circulation Plan
- Figure 3-16 Truck Routes
- Figure 3-17 Bicycle/Pedestrian Circulation Plan
- Figure 3-25 Conceptual Grading Plan
- Figure 3-26 Conceptual Water Plan
- Figure 3-27 Conceptual Storm Drainage Plan
- Figure 3-28 Conceptual Sewer Plan

- Figure 3-29 Conceptual Electricity Plan
- Figure 3-30 Conceptual Gas Plan
- Figure 3-31 Conceptual Telephone Plan
- Figure 3-32 Conceptual Cable Plan
- Figure 4-1 Entries and Monuments
- Figure 5-1 Off-Site Signs
- Figure 7-1 Phasing Plan
- Table 2-1 Statistical Data
- Table 3-10 Open Space Summary
- Appendix F: Planning Areas and Assessor’s Parcel Numbers
- Text describing the planning areas and circulation as applicable to the proposed zone change.

Task 1: Specific Plan Amendment
Fixed Fee.....\$40,000.00

TASK 2: SPECIFIC PLAN AMENDMENT REVISIONS

CONSULTANT shall respond to comments from the Master Developer and City of Rialto’s review of the Specific Plan Amendment. This task assumes up to forty (40) hours of effort.

Task 2: Specific Plan Amendment Revisions
Time and Materials, Not to Exceed.....\$20,000.00

TASK 3: TRAFFIC IMPACT STUDY

The following scope of work is preliminary and subject to further discussion with CLIENT and City on specific technical study methodology, and City staff approval of the Traffic Impact Analysis (TIA) Scoping Agreement.

CONSULTANT shall prepare a Traffic Impact Analysis in accordance with the current traffic study requirements of the City of Rialto for both Level of Service (LOS) and Vehicle Miles Traveled (VMT) and the San Bernardino Association of Governments (SANBAG) Congestion Management Program (CMP) including the following:

Task 3.1: Level of Service Analysis

- CONSULTANT shall obtain, from the Project applicant, a Project site plan and Project details including site location, proposed land use, square footage, site

access, and any other information pertaining to the evaluation of traffic impacts.

- CONSULTANT shall prepare and submit a Scoping Agreement for Traffic Impact Analysis to the City Traffic Engineer, and coordinate with the City Traffic Engineer to obtain City approval of the Scoping Agreement before proceeding with the analysis. The Scoping Agreement requires preparation and submittal of trip generation estimates, trip distribution assumptions, study intersections and roadways, and associated tables and figures as attachments.
- CONSULTANT shall develop Project trip generation estimates for the proposed Project, using the Institute of Transportation Engineers (ITE) Trip Generation Manual (11th Edition).
- CONSULTANT shall develop trip distribution assumptions for the Project traffic, based on likely origins and destinations of employees and trucks, the location and configuration of site access, and current traffic patterns in the area. Project traffic will be distributed through the study locations, and the Project traffic contribution to each intersection and roadway segment will be identified.
- For planning and budgetary purposes, CONSULTANT has assumed that this scope assumes up to twelve (12) study intersections and six (6) roadway segments.
- CONSULTANT shall collect current daily and weekday morning and evening peak hour traffic count data for the study locations.
- CONSULTANT shall summarize operating conditions at the study intersections for the following scenarios:
 - o Existing Conditions
 - o Opening Year (Existing Plus Growth)
 - o Opening Year Plus Project
 - o Opening Year Plus Cumulative Projects
 - o Opening Year Plus Cumulative Project Plus Project
 - o Horizon Year 2040
 - o Horizon Year 2040 Plus Project

- Information for approved and pending projects and ambient growth rates will be requested from the City to develop the Cumulative Conditions traffic forecasts for the Project Opening Year.
- Identify Project-related effects, and any recommended improvements, if necessary.

Task 3.2: LOS Analysis

CONSULTANT shall run initial VMT screening based the City's TIA Guidelines for VMT. CONSULTANT shall coordinate with the lead agency regarding their planned approach to establishing thresholds and methodologies for the VMT analysis.

Task 3.3: Documentation and Response to Comments

- CONSULTANT shall prepare a stand-alone traffic impact study to document the methods and results of the analyses performed in Tasks 3.1 and 3.2.
- The traffic study will include an evaluation of site access and site circulation.
- CONSULTANT shall revise the traffic impact study to respond to review comments, to the extent that the revisions are within the approved scope of services and that no new data collection or additional analysis is required.

The traffic study will address the impacts of a single development scenario. Analysis of Project alternatives, phased development, additional analysis scenarios, or revised analysis to address revisions to the site plan will require additional budget.

Task 3: Traffic Impact Study

Fixed Fee.....\$48,500.00

TASK 4: BIOLOGICAL RESOURCES ASSESSMENT

CONSULTANT, in conjunction with sub-consultant, Rocks Biological Consulting (RBC), shall conduct the following biological services:

Task 4.1: General Biological Survey & Special Status Species Habitat Assessments

Prior to visiting the Project site, RBC will conduct a desktop analysis of the Project site by reviewing aerial photography and querying relevant biological resource databases to prepare for the field survey. Databases to be reviewed include California Natural Diversity Database (CNDDDB), California Native Plant Society (CNPS) Electronic Inventory, United States Fish and Wildlife Service (USFWS) species' occurrence database, USFWS Information for Planning and Conservation (IPaC), National Hydrography Dataset (NHD)/National Wetlands Inventory (NWI) database, as well as Natural Resources Conservation Service (NRCS) soils maps.

Following the initial research, RBC will conduct vegetation mapping at the approximately 31.26-acre Project site and perform general surveys for plant and wildlife species. RBC biologists will perform an assessment of the potential for the site to support sensitive plants, animals, and/or habitats, including, but not limited to, the California Department of Fish and Wildlife (CDFW) Species of Special Concern burrowing owl (*Athene cunicularia*) and the federally listed Delhi Sands flower-loving fly (*Rhaphiomidas terminatus abdominalis*).

Task 4.2: Reconnaissance-Level Aquatic Resources Analysis

Based on an initial aerial review of the site by CONSULTANT, there appears to be a basin immediately north of the proposed Building 1 location. If development of Miro Way is part of Project development, this may be a consideration/constraint in Project planning. This task includes a reconnaissance-level assessment for aquatic resources of the approximately 31.26-acre site and immediately surrounding areas, including the basin near Miro Way. If potential jurisdictional resources are observed, CONSULTANT shall subcontract RBC regulatory staff to map the approximate boundaries of such resources in the field. This budget includes constraints-level aquatic resource mapping for initial Project planning purposes only; a formal wetland delineation per U.S. Army Corps of Engineers (Corps) protocol is not included in this scope and cost.

Task 4.3: Biological Technical Report Preparation

Following the field survey, a biological technical report (BTR) summarizing the results of the vegetation mapping, general biological surveys, and the reconnaissance-level assessment for potentially jurisdictional aquatic resources (i.e., streambeds, wetlands, etc.) will be prepared by CONSULTANT. The report will include a discussion of the sensitivity of biological resources on-site and a detailed analysis of the potential for special-status species to occur. The report will include quantification and analysis of the proposed impacts of the Project based on the Project impact footprint (provided to RBC as a georeferenced CAD file). A discussion of potential impacts on biological resources, as well as potential state, and federal permitting issues, if applicable, will be included in the report. The report will include sufficient detail to perform California Environmental Quality Act (CEQA) significance criteria analysis as well as recommended mitigation measures for Project impacts, if necessary.

One (1) round of revisions from the Project team will be incorporated into a final version of the report following the initial draft submittal and review. Following editorial input from the Project team, a final version will be submitted by CONSULTANT in PDF format.

This scope and cost assumes analysis of one Project alignment/impact area (to be provided to RBC as a single georeferenced CAD file). If Project plans are changed after biological impact analysis is initiated, please note that additional work beyond the scope and cost outlined herein may be required.

Task 4: Biological Resources Assessment
Fixed Fee.....\$19,800.00

TASK 5: CULTURAL RESOURCES ASSESSMENT

CONSULTANT, in conjunction with CONSULTANT's sub-consultant ASM, shall conduct a records search encompassing the Project parcel and a 1-mile radius surrounding it at the South Central Coastal Information Center (SCCIC). The records search will include a review of all maps and files housed at SCCIC related to the Project area. During the records search, CONSULTANT shall determine if any previously recorded cultural resources identified within the Project area are listed in the National

Register of Historic Places (NRHP) or the California Register of Historical Resources (CRHR). CONSULTANT shall also request a search of the Sacred Lands File (SLC) be conducted by the California Native American Heritage Commission (NAHC) in order to identify any areas of Native American heritage significance. The NAHC will provide a list of tribal contacts that may have interest in the Project area, to whom ASM will send a query letter regarding any information related to the area they may wish to share.

Under AB 52 and CEQA Public Resources Code Section 21080.3.1, subdivisions (b), (d), and (e), lead agencies are required to consult with any California Native American tribe that requests consultation and is traditionally and culturally affiliated with the geographic area of a proposed Project. SB 18 requires local governments to consult with tribes prior to making certain planning decisions and to provide notice to tribes at certain key points in the planning process. These consultation and notice requirements apply to adoption and amendment of both general plans (defined in Government Code §65300 et seq.) and specific plans (defined in Government Code §65450 et seq.). ASM will provide coordination assistance with tribal consultation to the City of Rialto by drafting a letter to local tribes and individuals identified by the NAHC, informing them of the Project and inquiring if they wish to engage in tribal consultation regarding the Project. This letter will be provided to the City of Rialto to be placed on their letterhead for submission to the tribes. ASM will also provide up to four (4) hours of assistance with follow-up calls and coordination of meetings with tribes that wish to consult if needed.

ASM will then conduct a field assessment of the approximately 31.26-acre Project site, a series of currently vacant parcels located along Ayala Drive along both sides of Miro Way. Any previously recorded sites located within the Project area will be relocated and their site documentation updated and submitted to SCCIC. Any newly identified sites will be documented and site records will be submitted to SCCIC for assignment of trinomial designators. Please note that should any potentially significant sites be identified, evaluation of their significance may be required for CEQA compliance.

At the completion of fieldwork, a letter report will be submitted that summarizes the background, methods, and results and provides recommendations for any further work that may be required for CEQA compliance. ASM will submit two

(2) iterations (draft and final) of the letter report to allow for response to comments. It is assumed that those comments will be editorial in nature and will not require additional research, site visits, or meetings without a contract augment. The study will be prepared by an ASM Archaeologist who meets and/or exceeds the Secretary of the Interior's Professional Qualification Standards.

Task 5: Cultural Resources Assessment

Fixed Fee.....\$9,900.00

TASK 6: AIR QUALITY ASSESSMENT

CONSULTANT shall prepare analysis in accordance with the criteria, standards, and provisions of the California Environmental Quality Act (CEQA) and will respond to the applicable checklist items within Appendix G of the CEQA Guidelines. The assessment of air quality emissions will be conducted in accordance with the South Coast Air Quality Management District's (SCAQMD's) recommended methodologies set forth in the CEQA Air Quality Handbook. The following outlines CONSULTANT's approach:

- Existing Conditions. CONSULTANT shall describe the meteorological conditions and discuss ambient air monitoring data collected for the nearest monitoring station. A description of the regulatory framework relating to air quality (i.e., California Clean Air Act, Air Quality Attainment Plan, etc.) will also be provided. An overview of the nature and location of existing sensitive receptors in the vicinity of the Project site will be provided.
- Construction Emissions. CONSULTANT shall calculate construction emissions using the most current version of the California Emissions Estimator Model (CalEEMod). Emissions will be calculated based on the scope of the Project, applicant-provided assumptions regarding construction equipment and scheduling, and associated vehicle trips. The air pollutant emissions during construction will be compared to the SCAQMD regional thresholds of significance. Construction-related mitigation will be identified as necessary.
- Operational Emissions. CONSULTANT shall quantify operational emissions (i.e., area, mobile, and energy source) related to area sources and local/regional

vehicle miles traveled. CONSULTANT shall compare Project emissions to the SCAQMD thresholds of significance. Mitigation measures will be identified, if necessary.

- Localized Impacts. CONSULTANT shall analyze localized impacts based upon the SCAQMD's Localized Significance Thresholds (LST) methodology.
- Odors. CONSULTANT shall provide a qualitative odor analysis from the construction and operation of the proposed Project.
- Plan Consistency. Consistency of the Project's regional emissions will be evaluated against the SCAQMD's 2016 Air Quality Management Plan (AQMP). The determination of AQMP consistency is primarily concerned with the long-term influence of a Project on air quality in the South Coast Air Basin.

Task 6: Air Quality Assessment

Fixed Fee.....\$12,500.00

TASK 7: HEALTH RISK ASSESSMENT

Per SCAQMD requirements, a Health Risk Assessment (HRA) is warranted when siting any new warehouse/distribution facilities with more than one hundred (100) daily truck trips within 1,000 feet of a residence or sensitive use (i.e., residence, school, park, hospital, church). The SCAQMD considers a warehouse/distribution use to be any facility that includes three (3) or more loading bays or would receive up to one hundred (100) trucks per day. The proposed Project includes warehouse buildings and associated truck trips. The warehouses would be within 1,000 feet of existing residential receptors to the south and a park to the east. The quantitative impact analysis provided by CONSULTANT involves the following:

- Construction diesel particulate matter (DPM) emissions rates will be derived from on- and off-road emissions quantified in the Air Quality Assessment.
- Operational DPM sources during operations will be quantified based on CARB's emissions factors and anticipated truck activity. DPM emissions will be based on the truck trip percentages and daily trip rates and

fleet mix from the Transportation Impact Assessment and recommended by the SCAQMD.

- Construction and operational pollutant concentrations will be projected at the nearest sensitive receptors using the U.S. EPA AERMOD dispersion modeling software.
- The modeled concentrations will be used to determine the increase in cancer risk, as well as the chronic and acute health impacts due to DPM exposure. The increased cancer risk and health hazard will be calculated following the methodology in the California Environmental Protection Agency's Office of Environmental Health Hazard Assessment (OEHHA) Air Toxics Hot Spots Program Risk Assessment Guidelines - The Air Toxics Hot Spot Program Guidance Manual for Preparation of Health Risk Assessment.

The assessment provided by CONSULTANT shall present background information on DPM and its health risks, the assumptions used for the modeling and modeling methodology and the results of the analysis.

Task 7: Health Risk Assessment

Fixed Fee.....\$15,000.00

TASK 8: GREENHOUSE GAS EMISSIONS ASSESSMENT

CONSULTANT's analysis will evaluate the Project's potential contribution to cumulative impacts environmental effects of climate change and whether the Project would affect the State's ability to achieve established greenhouse gas (GHG) reduction goals. The analysis will discuss the potential global climate change impacts, the effects of GHG emissions, and GHG emissions regulations in California.

- GHG Emissions Quantification. GHG emissions (i.e., carbon dioxide equivalent [CO₂e] of nitrous oxide, methane, and carbon dioxide) from both direct (i.e., area and mobile sources) and indirect sources (i.e., energy/water consumption and wastewater/solid waste generation) will be quantified. Total construction GHG emissions will be amortized into the GHG emissions inventory. CalEEMod will be used to quantify GHG emissions. Reductions from recently adopted programs and regulations will be included, such as improvements

in fuel efficiency, state building code energy efficiency, and landscaping water efficiency.

- Emissions Assessment and GHG Reduction Plan Consistency. The net Project related GHG emissions will be assessed against the SCAQMD's proposed threshold and consistency with applicable GHG reduction plans, City policies and regulations, and other regional/statewide GHG emissions reduction strategies such as the CARB Scoping Plan and the Regional Transportation Plan/Sustainable Community Strategy for the Southern California Association of Governments region. Mitigation measures will be identified and incorporated, as necessary, to reduce potentially significant GHG impacts of the proposed Project.

Task 8: Greenhouse Gas Emissions Assessment

Fixed Fee.....\$9,000.00

TASK 9: NOISE AND VIBRATION ASSESSMENT

The noise and vibration assessment provided by CONSULTANT shall quantify both construction and operational noise levels. The analysis will examine whether the Project noise would generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of applicable standards. The following outlines CONSULTANT's approach:

- Existing Conditions and Regulatory Setting. Noise standards regulating noise impacts will be discussed for land uses on and adjacent to the Project site. A site visit will be conducted, and short-term noise level measurements will be taken along the Project area. Up to five (5) short-term (10-minute) noise measurements will be taken at various locations to establish ambient noise levels at various land uses and areas in the Project vicinity.
- Construction Noise. Noise impacts from construction sources will be analyzed based on the anticipated equipment to be used, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. The construction noise impacts will be evaluated in terms of maximum levels (Lmax) and hourly equivalent

continuous noise levels (Leq) and the frequency of occurrence at adjacent sensitive locations.

- **Vibration.** An analysis of construction vibration impacts will be based on the Federal Transit Administration's (FTA's) vibration analysis guidance. Analysis requirements will be based on the sensitivity of the area, specific construction activities, and Noise Ordinance specifications. The analysis will examine whether the Project would generate excessive ground-borne vibration.
- **Operational Noise.** On-site noise generating activities will be addressed and analyzed for potential impacts to the adjacent uses and will be assessed against the applicable Land Use Noise and Compatibility Matrix and Interior/Exterior Noise Guidelines. Stationary noise sources will be quantitatively assessed. On- and off-site noise impacts from vehicular traffic will be assessed using the U.S. FHWA Traffic Noise Prediction Model (FHWA-RD-77-108). The 24-hour weighted Community Noise Equivalent Levels (CNEL) will be presented in a tabular format.

Task 9: Noise and Vibration Assessment

Fixed Fee.....\$11,800.00

TASK 10: ENERGY ANALYSIS

CONSULTANT shall analyze the energy implications of the Project pursuant to Public Resources Code Section 21100(b)(3) and Appendix F of the CEQA Guidelines. The analysis will describe, where relevant, the wasteful, inefficient, and unnecessary consumption of energy caused by a Project. The analysis will analyze energy consumption associated with short-term construction activities, long-term operations, buildings, and transportation-related energy during construction and operation.

In addition to building code compliance, other relevant considerations may include, among others, the Project's size, location, orientation, equipment use and any renewable energy features that could be incorporated into the Project. The effects of the Project on local and regional energy supplies and on requirements for additional capacity will also be analyzed.

Task 10: Energy Analysis
Fixed Fee.....\$6,000.00

TASK 11: WATER SUPPLY ASSESSMENT

- Water Demand Projections. Based on the land use information provided by CLIENT, CONSULTANT shall project water demand using acceptable unit water demand duty factors per the City and County standards, for the proposed development. The developed water demand information will form the basis for the Water Supply Assessment.
- Water Supply Assessment. CONSULTANT shall perform a Water Supply Assessment using information presented in the 2020 IRUWMP that examines existing water supply entitlements, water rights, and water service contracts relevant to the water supply for the proposed Project, as well as water received in prior years pursuant to those entitlements and any proposed additional water supplies planned by the City to assess whether sufficient water supplies would be available for the future Project.

The Water Supply Assessment will address whether the City’s public water system’s total projected water supplies available during normal, single dry, and multiple dry water years during a 20-year projection would meet the projected water demand associated with the identified projects in addition to the public water system’s existing and planned future uses. The Assessment involves determination on whether the projected water supplies would be sufficient to satisfy the Project’s demands, in addition to existing and planned future uses. The Assessment is required pursuant to Senate Bill SB 610, which require that a city or county that determines a project subject to CEQA to identify any public water system that may supply water for the project and to request those public water systems to prepare a specified water supply assessment for projects meeting specified criteria.

- Draft and Final Report Preparation. Following the water supply assessment analysis, CONSULTANT shall prepare Draft and Final reports that includes the following:

1. Introduction
 2. Project Description
 3. Project Location
 4. Existing Land Uses
 5. Proposed Land Uses
 6. Identification of Public Water System
 7. Project Water Demand
 8. Urban Water Management Plan Review which addresses the following:
 - a. Recycled Water Use
 - b. Groundwater
 - c. Water Conservation Act of 2009
 - d. Water Supply Reliability
 - e. Water Shortage Contingency Planning
 - f. Demand Management Measures
 9. Conclusions and Recommendations
- Data Collection. This Task assumes the City of Rialto will provide the following data:
 - o Electronic copy of the 2020 Upper Santa Ana River Watershed Integrated Regional Urban Water Management Plan (IRUWMP), that addresses the following:
 - Recycled Water Use
 - Groundwater
 - Water Conservation Act of 2009
 - Water Supply Reliability
 - Water Shortage Contingency Planning
 - Demand Management Measures
 - o Water Distribution System Computer Model (if applicable)
 - o Information on water supply sources including water supplies available during normal, single dry, and multiple dry water years during a 20-year period, and
 - o Water infrastructure in the Project vicinity.

CONSULTANT shall submit the Draft Report to the Master Developer and City for review and comments. CONSULTANT shall incorporate one round of review comments and prepare a Final Report.

Task 11: Water Supply Assessment

Fixed Fee.....\$29,000.00

TASK 12: PROJECT INITIATION/NOP/SCOPING MEETING

This task includes CONSULTANT participation in a Kick-Off Meeting with the City to discuss the CEQA Project in greater detail. This initial meeting is a key milestone, which is vital to the Project's success and CEQA compliance. The primary objectives will be to confirm the City's expectations and Project goals and develop/refine the Project Description. The analysis' parameters, construction details, buildout conditions, scheduling, and overall communications protocol will also be established. Prior to the meeting, CONSULTANT shall distribute a Kick-Off Meeting Agenda and Data Needs Technical Memorandum (TM).

Readily available reference data, including planning and policy documentation from the City, County of San Bernardino, State and Federal agencies, and other agencies that may be affected by the proposed Project will be gathered and reviewed by CONSULTANT. Data obtained through this Task will be foundational to the environmental documentation and incorporated into the analysis, as appropriate. This Task includes reconnaissance of the Project site and its surroundings, and a detailed photographic recording of on and off-site conditions.

CONSULTANT shall prepare a Draft Notice of Preparation (NOP) for the Project. The NOP will assist in the preparation of the SEIR by focusing on the effects determined to be significant, identifying the effects determined not to be significant, and explaining the reasons for determining that potentially significant effects would not be significant.

CONSULTANT shall review all responses to the NOP to incorporate relevant concerns are addressed in the Draft SEIR. CONSULTANT shall correspond with affected agencies, to address potentially significant regulatory or agency issues are addressed in the Draft SEIR. This Task assumes that the City is responsible for all noticing and mailing of the NOP.

CONSULTANT shall work with City staff in arranging and conducting a public scoping meeting for the public and responsible agencies. CONSULTANT assumes that City staff will provide and arrange for meeting locations. CONSULTANT shall prepare a public scoping meeting notice, assumed to be included with the NOP. CONSULTANT shall attend the public scoping meeting, to be facilitated by City staff, prepare a PowerPoint presentation about the topics that will be

addressed in the SEIR, and will prepare a summary of issues identified at the scoping meeting.

Task 12: Project Initiation/NOP/Scoping Meeting

Fixed Fee.....\$18,500.00

TASK 13: ADMINISTRATIVE DRAFT SEIR

CONSULTANT shall prepare an Administrative Draft and Screencheck Draft SEIR for review and comment by the Master Developer and City in a format in accordance with applicable requirements as described in CEQA Guidelines Sections §15120 through 15132. CONSULTANT's approach to each section of the SEIR is summarized below.

- Executive Summary. CONSULTANT shall provide an Executive Summary for the Draft SEIR including summary of the Project, an overview of Project impacts, mitigation, levels of significance after mitigation, summary of Project alternatives, areas of controversy, and issues to be resolved. The Executive Summary will be presented in a tabular format and will be included in the Screencheck Draft SEIR, following City review of the Administrative Draft SEIR. The SEIR will be based on review of readily available information, incorporation of the technical studies noted above, and engineering studies provided by CLIENT or others (site plan/architecture, renderings, grading, drainage, geology, hazardous materials, water/wastewater, dry utilities, etc.).

For each significant impact, only the summary title of the mitigation measure will be provided and not the full text of each mitigation measure. This approach will help ensure a manageably sized Executive Summary and avoid excessive duplication of text.

For legal defensibility reasons, the Executive Summary will also include a section summarizing the NOP comments and where they are addressed in the body of the SEIR.

- Introduction and Purpose. This section will identify the purpose of the Draft SEIR and statutory authority under CEQA, as well as document-scoping procedures, summary of the SEIR format, listing of responsible and trustee agencies, and documentation incorporated by reference.

The Introduction will describe the Project background and purpose; identify the lead agency, and other trustee agency roles, describe the required approvals (including any permit requirements); describe the intended uses of the SEIR (e.g., compliance with CEQA); and outline the SEIR scoping process.

The introduction will establish the scope of review of the SEIR and identify environmental topics that had been previously evaluated at a sufficient level in prior environmental review and thus would not need to be evaluated again.

- Final Project Description. CONSULTANT shall update/finalize the Project description based on NOP and scoping meeting comments and any minor refinements as provided by CLIENT and/or City.
- Environmental Analysis. Each environmental section in the Draft SEIR will include sections for existing setting, thresholds of significance, an analysis of Project-related impacts, and mitigation measures to avoid or reduce significant impacts. Thresholds will be based on the State CEQA Guidelines, as well as those identified thresholds of the City (as the Lead Agency) and relevant thresholds from Responsible and/or Trustee Agencies (e.g. Caltrans).

The following impact issues will be addressed in the main body of the SEIR: Aesthetics, Air Quality, Biological Resources, Cultural Resources, Energy, Geology and Soils, Greenhouse Gas Emissions, Hydrology and Water Quality, Land Use and Planning, Noise, Public Services, Recreation, Transportation, Tribal Cultural Resources, and Utilities and Service Systems.

Each resource section of the SEIR will include a summary of applicable regulations and relevant general plan policies that could avoid or reduce significant environmental impacts. CONSULTANT shall ensure that thresholds of significance are acceptable to City staff before beginning the environmental analysis.

- Cumulative Impacts. Consistent with Section 15130 of the CEQA Guidelines, CONSULTANT shall discuss cumulative impacts of the Project when the Project's incremental

effect is cumulatively considerable. The analysis shall be conducted using either a "list of past, present and probable future projects producing related or cumulative impacts" or "a summary of projections contained in an adopted general plan or related planning document, or in a prior environmental document that has been adopted or certified which described or evaluated regional or area-wide conditions contributing to the cumulative impact."

This analysis will address each topic covered in the SEIR environmental analysis and will identify appropriate mitigation measures that may reduce any potentially significant cumulative impacts to a less than significant level.

- Alternatives to the Project. Pursuant to CEQA Guidelines Section 15126.6, the SEIR will evaluate a range of feasible alternatives to the Project. One of the alternatives will be the CEQA-mandated "No Project Alternative. CONSULTANT shall evaluate up to three (3) additional alternatives. In addition, the Alternatives section will address the feasibility of an alternative location/alignment and any alternatives that were initially considered but rejected from further consideration.

CONSULTANT shall prepare a qualitative analysis of impacts from each alternative with respect to each environmental analysis topic covered in the SEIR and provide quantitative and comparative analysis where data is available (in accordance with recent case law and CEQA Guidelines Section 15126.6(d)). The environmentally superior alternative will be identified.

CONSULTANT shall assemble all completed sections into a single consolidated Administrative Draft SEIR submittal (ADSEIR) with appendices. The ADSEIR will include figures to enhance the written text and clarify the Project's environmental impacts. The entire document will be reviewed by CONSULTANT to ensure consistent references to terms, methodology of analysis, and correct use of grammar. CONSULTANT shall send the ADSEIR to the Master Developer and City for review and comment.

Task 13: Administrative Draft SEIR

Fixed Fee.....\$79,500.00

TASK 14: PREPARATION OF REVISED ADMINISTRATIVE DRAFT SEIR

CONSULTANT shall respond to one consolidated set of comments from the Master Developer and City. CONSULTANT shall prepare a second Administrative Draft SEIR (ADSEIR) based on the comments. All revisions will be shown in track changes for ease of review.

Following internal review of the second ADSEIR, CONSULTANT shall revise the document based on comments received by the Master Developer and City and provide a track-changes screencheck document for City review. This will consist of responding to Master Developer and City comments on the ADSEIR requiring a mixture of substantive corrections and editing, but no new technical studies or site-specific data collection. Revisions to the technical appendices are not anticipated.

Task 14: Preparation of Revised Administrative Draft SEIR
Fixed Fee.....\$15,600.00

TASK 15: PREPARATION OF THE PUBLIC REVIEW DRAFT SEIR

Based on comments received by the Master Developer and City on the Screencheck Draft SEIR, CONSULTANT shall prepare the Public Review Draft SEIR. Revisions are assumed to be limited to editorial and formatting changes.

This scope of work assumes that the City will be responsible for preparing the Notice of Completion (NOC) and Notice of Availability (NOA) and distribution of the Draft SEIR to the State Clearinghouse and to other public agencies and interested parties.

Task 15: Preparation of the Public Review Draft SEIR
Fixed Fee.....\$10,000.00

TASK 16: PREPARE RESPONSE TO COMMENTS

CONSULTANT shall respond to comments received on the Draft SEIR during the 45-day public review period. The Draft Responses to Comments will be prepared and submitted for review by City staff. CONSULTANT shall respond to two (2) rounds of comments. Following review of the Draft Responses to Comments by the Master Developer and City, CONSULTANT shall finalize this section for inclusion in the Final SEIR. The level of effort for this Task is an estimate and CLIENT will

be billed the actual cost to complete the Task. If the work effort is less than what is estimated in this scope of work, then CLIENT will be billed less than what is estimated.

Task 16: Prepare Response to Comments
Time and Materials, Not to Exceed.....\$20,000.00

TASK 17: PREPARATION OF THE FINAL SEIR

CONSULTANT shall prepare an Administrative Final SEIR (AFSEIR) in accordance with the applicable requirements contained in CEQA Guidelines Sections 15088 and 15089. The AFSEIR will list all agencies, organizations, and individuals who submitted written comments on the Draft SEIR during the public review period and provide written responses to those comments. To enhance readability and avoid redundancy, CONSULTANT shall use Master Responses to address frequent and reoccurring comments on the Draft SEIR's analysis. Additionally, the AFSEIR will contain Errata, which will document minor changes to the Draft SEIR text in strikeout-underline format.

The introduction to the AFSEIR will document compliance with all CEQA Statutes and Guidelines throughout the CEQA process. It will also provide an index of all substantive changes made to the Draft SEIR in response to comments received. The comments and responses will comprise the second section of the AFSEIR, where each comment letter will be reproduced and specific responses to each comment will be provided. The third section of the AFSEIR will present those pages of the Draft SEIR on which changes were made in response to the comments using underlined text for additions and strikeout text for deletions.

CONSULTANT shall respond to City comments on the AFSEIR, complete necessary revisions, and prepare the screencheck and Final SEIR. This scope assumes no new technical studies or analysis would be required. The SEIR will be either: 1) A single, complete document with the complete revised text of the Draft SEIR, indicating changes, or 2) A reprinting of only those pages from the Draft SEIR on which changes were made, with the changes tracked with underlining and strikethrough, as appropriate. This Task assumes that the City will circulate the Final SEIR.

Task 17: Preparation of the Final SEIR
Fixed Fee.....\$18,000.00

TASK 18: NOTICE OF DETERMINATION

CONSULTANT shall prepare the Notice of Determination and provide it to City for filing with the San Bernardino County Clerk's Office within 5 business days of SEIR certification. CONSULTANT shall not be responsible for paying the associated filing fees.

Task 18: Notice of Determination
Fixed Fee.....\$900.00

TASK 19: MITIGATION MONITORING AND REPORTING PROGRAM

To comply with the CEQA Guidelines Section 21081.6, CONSULTANT shall prepare a Mitigation Monitoring and Reporting Program (MMRP) for concurrent review with the AFSEIR. CONSULTANT shall work with the City to identify appropriate monitoring steps/procedures and to provide a basis for monitoring such measures during and upon Project implementation. The MMRP will be created in a tabular checklist format that indicates those mitigation measures identified in the SEIR, the monitoring milestone (at what agency/department responsible for verifying implementation of the measure), and the method of verification (such as documentation or field checks).

The MMRP will be prepared pursuant to Public Resources Code Section 21081.6. For each mitigation measure contained in the SEIR, the MMRP will identify: the party or parties responsible for implementation (individuals, departments); timeframe and mechanism for monitoring; funding source(s); and monitoring and performance criteria (to measure success of mitigation). The MMRP will be bound separately for use as an independent document for field verification of adequate implementation of mitigation measures and any remedial action necessary to achieve adequate mitigation. To the extent feasible, CONSULTANT shall tie mitigation measures directly to required authorizations (e.g., grading and building permits, etc.). Revisions will be made to the MMRP as directed by the City following internal review of the AFSEIR.

Task 19: Mitigation Monitoring and Reporting Program
Fixed Fee.....\$1,800.00

TASK 20: PROJECT MANAGEMENT, COORDINATION, AND MEETINGS

CONSULTANT shall provide Project Management, attend Project Meetings and Conference Calls, Coordinate with sub-consultants and provide scheduling support to CLIENT in an effort to meet the internal deliverable and submittal dates mutually agreed to. Specifically, CONSULTANT shall coordinate amongst all team members and CLIENT for progress, sharing of information between all consultants and deliverables. This Task also includes up to two (2) CONSULTANT staff members' attendance at the Planning Commission Meeting and Public Hearing. This Task assumes hours are billed on a time-and-materials basis for Project Management, meeting time, and coordination. Specific CLIENT requests not related to Task 1 through 17 may be accommodated under this Task (per CLIENT direction) on a time-and-material basis.

Task 20: Project Management, Coordination, and Meetings
Time and Materials, Not to Exceed.....\$40,000.00

TASK 21: SBTAM MODELING FOR VMT ANALYSIS

CONSULTANT shall code land use into the Project's representative Traffic Analysis Zone (TAZ) within the SBTAM travel demand model (TDM). The resultant TDM output and interim model files will be used to determine the VMT per service population for the proposed Project. Note that this will require deconstructing the model output sufficiently so that both the trip purposes and trip lengths for each contributing part of the Project's VMT from other sources can be completed. The process undertaken will be consistent with OPR guidance as described in the most recent release of its guidance.

CONSULTANT shall identify applicable mitigation measures for reducing VMT impacts determined to be potentially significant.

Task 21: SBTAM Modeling for VMT Analysis
Fixed Fee.....\$14,000.00

Assumptions/Limitations

CONSULTANT shall be provided the following Project detail to support the analysis:

- Site plans and grading plans.
- Project narrative identifying type of development, land use designations, refrigerated building area, stationary equipment, off-site improvements, and any other relevant Project details.
- Construction phasing as well as demolition, grading, excavation, and paving quantities.
- Listing of all water/energy conservation measures and sustainable Project features that will be incorporated into the design.

TOTAL FOR THE ABOVE SCOPE OF SERVICES, FIXED FEE AND TIME AND MATERIAL, PER THE RATES HEREIN,
NOT TO EXCEED.....\$439,800.00

INVOICE BILLING AND SUBMISSION PROCEDURE GUIDELINES

All invoices **must be submitted via email** to the following email address:

socalland.invoices@lewismc.com

- Please note, all invoices received by mail or hand delivery will not be accepted after the date of this document.

All other correspondence related to contracts, invoicing, or work authorizations can be emailed or mailed to:

SoCalLand Invoices
c/o Lewis Management Corp.
1156 North Mountain Avenue
Upland, California 91786

All invoiced work must be contracted and invoices must clearly show or include the following, as applicable:

- Contract number and Change Order number or Purchase Order number
- Progressive Billing Worksheet indicating line items, quantities, and amount(s) being invoiced for billing period

10. Schedule: The schedule for completion of the above-described Services is estimated to be May 30, 2024.

11. Fees and Payment Schedule: CONSULTANT shall be compensated for the above-described Services at the following rates:

(a) For completion of all Services set forth in "Scope of Services":

\$439,800.00

(b) For additional services requested and preauthorized by CLIENT's written change order to this Agreement, including site inspections, and added graphic presentation work, CONSULTANT shall be compensated at the hourly rates set forth as follows:

Kimley-Horn and Associates, Inc., Hourly Rates:

Analyst	\$115 - \$155
Professional	\$160 - \$200
Senior Professional I	\$200 - \$275
Senior Professional II	\$260 - \$310
Senior Technical Support	\$120 - \$180
Support Staff	\$ 80 - \$110
Technical Support	\$ 95 - \$120

Direct/Reimbursable Expenses:

All direct/reimbursable expenses will be reimbursed at **cost**, at the time they occur, with no additional mark-up. Mileage is reimbursed at the current standard IRS rate. Travel time is not considered a reimbursable expense.

12. Changes to Master Agreement.

Notwithstanding anything to the contrary in the Master Agreement, and whether or not the below language is already a part of the Master Agreement, Paragraph 1 of the Master Agreement (formerly entitled "Retainer") is deleted in its entirety and replaced with the following Paragraph 1 (now entitled "Nature of Services"):

"1. Nature of Services: CLIENT may retain CONSULTANT to perform that work and/or to deliver those materials as set forth in various Work Agreements and Purchase Orders duly executed by CLIENT and CONSULTANT, and any work and/or materials not enumerated which are a normal consequence of CONSULTANT's work assignment under such individual Work Agreements or Purchase Orders (collectively, the "**Services**"). Only Services performed by

CONSULTANT which are set forth in a Work Agreement or Purchase Order shall be compensated for by CLIENT as otherwise provided in such Work Agreement or Purchase Order. Services not specifically set forth either in a Work Agreement or a Purchase Order will not be authorized, and CLIENT shall not be contractually or otherwise bound by, or responsible for, any Services so performed unless such other Services, and the compensation therefor, are specifically described in a separate writing executed by both CLIENT and CONSULTANT.

"(a) Work Agreements. Except as provided with regard to Purchase Orders described in Paragraph 1(b) below, each specific work assignment to be performed by CONSULTANT will be defined by a separate document captioned **"Work Agreement"**, which will refer to this Agreement and which will set out such information as may be necessary to define adequately the specific work assignment (the **"Project"**), the Services required, the compensation for such Services and reimbursement, if any, for certain expenses as set forth in said Work Agreement. Each Work Agreement will be executed by both parties and will incorporate this Agreement by reference.

"(b) Purchase Orders. The term **"Purchase Order"** refers to Services requested by CLIENT and performed, or to be performed, by CONSULTANT as evidenced by a document issued by CLIENT, describing a request for work or materials not a part of the scope of Services otherwise contemplated by a Work Agreement or other contract documents. It is intended that a Purchase Order will address tasks of a minor nature which do not necessarily come within the scope of any previously executed Work Agreement. Each Purchase Order issued by CLIENT will identify CONSULTANT, CLIENT, this Agreement (by name, number, project location, or other identifying characteristic), the scope of the Services to be provided, and the compensation therefor. After issuance of each Purchase Order, the parties hereto will be bound by all the terms and conditions of this

Agreement upon the CONSULTANT's commencement of performance of the Services identified in the Purchase Order. Thereafter, or, if an ongoing Service (such as trash pick-up), from time to time thereafter, the CONSULTANT shall issue an invoice for payment identifying, at least, CONSULTANT, CLIENT, the Purchase Order (by name, number, project location, or other identifying characteristic) and, directly or indirectly by reference, this Agreement. Such invoice issued by CONSULTANT shall be, and shall be deemed to be, CONSULTANT's confirmation of its acceptance of the Purchase Order issued by CLIENT and the incorporation by reference of all of the terms and provisions of this Agreement. To avoid misunderstanding, the parties hereto agree that CONSULTANT's actual acceptance of the Purchase Order shall be evidenced by the commencement of its performance of the Services upon receiving the Purchase Order either in writing or orally while the written Purchase Order is being prepared by CLIENT (which written Purchase Order shall be the definitive expression of the Services and compensation therefor unless CONSULTANT, upon receipt of such written Purchase Order, promptly raises an objection or clarification)."

Notwithstanding anything to the contrary in the Master Agreement, and whether or not the below language is already a part of the Master Agreement, Paragraph 15 of the Master Agreement is deleted in its entirety and replaced with the following:

"15. Indemnification:

- "(a) To the fullest extent permitted by applicable law, CONSULTANT shall indemnify, defend and hold harmless CLIENT, Lewis Management Corp., a Delaware corporation, as their interests appear, and their respective successors, assigns, members, partners, officers, directors, shareholders, employees, agents, affiliates, parents, and subsidiaries, and each of them (collectively, for purposes of

this Paragraph 15 only, "**Indemnitees**"), from and against any and all claims, demands, liabilities, damages, costs or expenses, including attorneys' fees and court costs, (collectively, "**Claims**") made against Indemnitees by third parties to the extent, BUT ONLY TO THE EXTENT, that such Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. In no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT's proportionate percentage of fault, such percentage to be reasonably established initially by written notice delivered by CLIENT to CONSULTANT promptly at the time of the initial Claim and subject thereafter to (i) any further good faith negotiated settlement or (ii) any final determination pursuant to the dispute resolution provision in this Agreement. To the extent it is determined by settlement or final determination, as provided in the previous sentence, that CONSULTANT has overpaid to CLIENT its proportionate share of CLIENT's cost to defend, then CLIENT shall promptly refund to CONSULTANT any such excess costs. However, if it is so determined that CONSULTANT has not paid to CLIENT CONSULTANT's full share of CLIENT's cost to defend, then CONSULTANT shall promptly pay over to CLIENT the amount of any such unpaid share. Notwithstanding the three previous sentences, in the event one or more defendants to any such Claim is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with other parties to the Claim regarding unpaid defense costs. CONSULTANT's duty to indemnify, including the duty and the cost to defend, is limited as provided in this Paragraph 15.

- "(b) Moreover, to the extent this Agreement is a "construction contract" as defined in California Civil Code Section 2783, this indemnity shall not extend (1) to any Claims arising from the sole negligence or willful

misconduct of, or any defect in design furnished by, Indemnitees or (2) to any Claims to the extent, BUT ONLY TO THE EXTENT, such Claims arise from any such Indemnitee's active negligence or that of its employees. CLIENT and CONSULTANT hereby expressly acknowledge and agree that in the event CLIENT or Indemnitees provide CONSULTANT with any designs whatsoever, such designs are provided merely as a recommendation. If CONSULTANT incorporates such designs into any plans or work which are the subject of the Services, CONSULTANT shall be deemed to have exercised its own professional judgment and adopted such designs as its own and the indemnity to the extent provided for herein shall be fully effective.

“(c) CONSULTANT's defense obligation, to the extent it exists, shall arise immediately upon written notice of Claims being provided to CONSULTANT and includes, subject to subparagraph (a), the obligation to defend any Indemnitee with respect to any alternative dispute resolution proceeding authorized as well as matters related to investigation and resolution of Claims. The provisions of this Paragraph 15 shall survive expiration or termination of this Agreement and shall continue until such time as it is determined by final judgment that the Claims against Indemnitees are fully and finally barred by any applicable statute of limitations and/or statute of repose.”

13. Authority of Parties. Any corporation signing this Agreement, and each agent, officer, director, or employee signing on behalf of such corporation, but in his individual capacity, represents and warrants that said Agreement is duly authorized by and binding upon said corporation, duly adopted by said Board of Directors and transcribed in full in the minutes of said corporation. Any individual signing this Agreement on behalf of a partnership or business entity other than a corporation represents that such other entity has power and authority to enter into this Agreement, and by such person's act is bound hereby.

14. Electronic Signatures. Each party agrees that if this Agreement utilizes "Electronic signature(s)," whether digital or encrypted, such Electronic Signatures are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, an Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, (including facsimile signatures) pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code § 1633.1 et seq.) as amended from time to time.
15. Counterparts. This Agreement may be executed in multiple counterparts, each of which when executed (either as an Electronic Signature or manual signature) and delivered shall be an original, but all of which shall constitute one and the same Agreement. Any signature page of this instrument may be detached from any counterpart without impairing the legal effect of any signatures thereof, and may be attached to another counterpart, identical in form thereto, but having attached to it one or more additional signature pages. Delivery by any Party of an executed counterpart page electronically shall be as binding an execution and delivery of this instrument by such Party as if the other Party had received the actual physical copy of the entire instrument with an ink signature from such Party. So long as this Agreement is fully executed, at least in counterparts, any counterpart set of the Agreement executed by the Party against whom enforcement of this Agreement is sought shall be admissible into evidence as an original hereof to prove the contents hereof.
16. Except as provided herein, all provisions of the Agreement shall remain in full force and effect.
17. The Agreement (including this Work Agreement) fully and completely expresses the agreement of CONSULTANT and CLIENT. There are no covenants, warranties, or representations which are not expressly set forth in the Agreement (including this Work Agreement) and if either party hereto has attempted to make such covenants, warranties, and/or representations, promises or prior agreements, the same are superseded by the Agreement (including this Work Agreement).

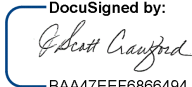
IN WITNESS WHEREOF, the parties have executed this Work Agreement effective as of the date first above written.

CLIENT:

LEWIS-HILLWOOD RIALTO COMPANY, LLC,
a Delaware limited liability company

By: LEWIS-RIALTO COMPANY, LLC,
a Delaware limited liability company - Its Managing Member

By: LEWIS MANAGEMENT CORP.,
a Delaware corporation - Its Sole Manager


By: 
Name: J. Scott Crawford
Its: Authorized Agent

DS
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Date Accepted: August 12, 2022 | 1:24 PM PDT

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.,
a North Carolina corporation

Signature: 
Print Name: Jennifer Harry
Title: Principal; PE C62918

Contractor's License No.: N/A
(if applicable)

License Expiration Date: N/A

Date Accepted: August 11, 2022 | 5:19 PM PDT