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SAN LUIS OBISPO

March 1, 2024
Revised April 19, 2024

Damaris Abraham
City of Lake Elsinore
130 South Main Street
Lake Elsinore, CA 92530
(951) 674-3124, ext. 913
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Subject: Revised Proposal to Prepare an Environmental Impact Report for the Baker Street Industrial Warehouse Project in the City of Lake Elsinore, Riverside County (LSA Proposal No. 20240990.P)

Dear Ms. Abraham:

LSA is pleased to provide you with a revised scope of work and cost estimate to conduct peer reviews of technical studies and prepare an Environmental Impact Report (EIR) for a proposed development (project) that would include an industrial/on-site development area (65.81 acres), off-site improvement areas (21.15 acres), a restoration area (33.65 acres), and a construction/improvements buffer (2.72 acres) (Baker Street Industrial Warehouse Project). The project site is located southwest and southeast of the intersection of Baker Street and Pierce Street in Lake Elsinore and contains more than 20 individual properties. This proposal has been revised to address input provided by City staff on April 10, 2024.

LSA has prepared thousands of environmental documents since the firm was founded in 1976. LSA is deeply familiar with California Environmental Quality Act (CEQA) processes and has provided coordination with local, State, federal, and other governmental agencies. As a firm, LSA has managed public participation programs, issued necessary legal notices, and incorporated environmental documentation into the overall planning process. LSA has provided environmental planning expertise to the City of Lake Elsinore and the surrounding region.

I will serve as LSA's Project Manager and will be responsible for managing the preparation of the environmental documents. Ryan Bensley, AICP, will serve as LSA's Principal in Charge and will oversee the development of the Environmental Impact Report (EIR) and perform quality control for this project. The LSA Team includes in-house experts in CEQA regulations and requirements, coastal development, transportation, air quality and greenhouse gases, noise, water quality, and cultural/historic resources. For aesthetics, we have included VisionScape Imagery. VisionScape specializes in 3D imagery for all stages of development.

We look forward to working with you on this project. Feel free to contact me at (951) 781-9310 or Dionisios.Glentis@lsa.net if you have any questions. Thank you again for the opportunity to submit our proposal.

Sincerely,

LSA Associates, Inc.



Dionisios Glentis

Associate/Senior Environmental Planner

Attachment: Scope of Work

PROJECT UNDERSTANDING AND SCOPE OF WORK

PROJECT UNDERSTANDING

The project site is currently vacant and undeveloped with naturally occurring vegetation and has sloping topography from the southwest to the northeast. Land uses surrounding the project site include vacant and undeveloped land/open space, residential, and institutional uses. The project would encompass 24 parcels totaling approximately 123.33 acres. The project would include the following elements:

- Industrial/On-Site Development Area (65.81 acres)
 - This area would consist of a 212,028-square-foot warehouse, a 788,423-square-foot warehouse, and a truck/trailer parking lot.
- Off-Site Improvement Areas (21.51 acres)
 - These improvement areas would consist of right-of-way improvements on Baker Street and Pierce Street and the realignment of Baker Street to Nichols Road.
- Restoration Area (33.65 acres)
 - This area is being proposed for habitat restoration activities and may be conveyed to the Western Riverside County Regional Conservation Authority (RCA) or may be retained as a mitigation bank.
- Construction/Improvements Buffer (2.72 acres)
 - This buffer would be located between the Baker Street right-of-way improvements and the restoration area to ensure that disturbance caused by construction of the project would not encroach into the restoration area.

The project site currently has General Plan Land Use designations of Limited Industrial and Floodway. The project site's zoning designations include Limited Manufacturing (M-1), General Manufacturing (M-2), and Open Space/Floodway (OS). The Limited Industrial Land Use designation provides "for industrial parks, warehouses, manufacturing, research and development, public and quasi-public uses, and similar and compatible uses." LSA understands the following are necessary for the project:

- Design Review
- Conditional Use Permit
 - Required for allowed uses within 300 feet of a residential district.
- Tentative Parcel Map
 - Required to merge the 10 parcels that are proposed for industrial development into 3 parcels.

- Zone Change
 - Required to amend the zoning of the M-1 portion of the project site to M-2, resulting in consistent zoning within the project site.
- Environmental Impact Report (EIR)
- All technical studies for the project are being prepared by the Applicant. LSA proposes to conduct peer review of several of the studies for California Environmental Quality Act (CEQA) and technical adequacy. Additionally, LSA proposes to review several of the technical studies for CEQA adequacy and ultimate approval by the City.
- Based on LSA's understanding of the project, LSA proposes to conduct peer review of the following technical studies/reports for CEQA and technical adequacy (Task 2.0):
 - Task 2.1: Air Quality, Energy, Greenhouse Gas, and Health Risk Assessment
 - Task 2.2: Noise and Vibration Assessment
 - Task 2.3: Cultural Resources Assessment
 - Task 2.4: Paleontological Resources Assessment
 - Task 2.5: Phase I Environmental Site Assessment
 - Task 2.6: Visual Impact Assessment
- Based on LSA's understanding of the project, LSA proposes to conduct review of the following technical studies/reports for CEQA adequacy (Task 3.0):
 - Task 3.1: Geotechnical/Soils Evaluation
 - Task 3.2: Utility/Services System Study
 - Task 3.3 Vehicle Miles Traveled (VMT) Analysis
 - Task 3.4 Wildfire Protection Plan and Report
- Based on LSA's understanding of the project, LSA will prepare the following CEQA documents:
 - EIR (Task 1.0 and Tasks 4.0 through Task 8.0).

SCOPE OF WORK

Task 1.0: Project Initiation

Task 1.1: Project Kick-Off Meeting

LSA will hold a kick-off meeting with the Applicant and City staff to ensure an orderly flow of project efforts and to:

- Establish a mutual understanding of the EIR objectives and key issues, explore community and City staff concerns regarding the project, and discuss the Applicant's and City's expectations for the consultant's work effort.
- Identify City contacts, neighborhood associations, or service organizations whose input will be vital to the successful completion of the EIR.

- Refine the scope of work to be performed, including related technical reports.
- Define protocols for requesting information from the Applicant and City staff.
- Refine the project schedule, establish protocols for product review and coordination with the Applicant and City, and define project milestones and decision points.
- Obtain relevant plans, reports, ordinances, and studies applicable to the project.

LSA will collaborate with the Applicant and the City and assist in the accumulation of background information necessary to initiate the EIR. LSA will identify project objectives, confirm scope of work and schedule, establish a mutual understanding of the process and protocols to be followed, and identify key stakeholders in the EIR.

Task 1.2: Project Description

LSA will collaborate with the Applicant and the City to define the Project Description and review the Scope of Work. LSA will draft a comprehensive Project Description, based on the information provided by the Applicant's team, as a digital draft for review by the Applicant and the City within 1 week of authorization to proceed and receipt of the most recent project information. As required by CEQA, the Project Description will include a detailed narrative of the project, operational characteristics, and geographical setting. Additionally, LSA will visit the project site to establish an understanding of existing site conditions, the physical setting of the site, and the relationship between the project site and adjacent land uses.

LSA will define a Project Description for inclusion in the technical reports and EIR. This scope and cost estimate assumes up to one round of review/revision (as needed). LSA will revise the draft Project Description and submit a final digital draft to the Applicant and the City.

Task 2.0: Peer Review of Technical Studies/Reports

LSA will prepare one draft of each peer review memorandum to the Applicant and City in PDF format. The LSA Team's cost estimate assumes that each technical study will undergo a total of two rounds of review (one round to review the draft study, with a second round to confirm that comments have been properly addressed). If more than two rounds of peer review are requested by the City or Applicant, an amendment to the cost estimate and/or schedule may be required.

Task 2.1: Air Quality, Energy, Greenhouse Gas, and Health Risk Assessment

An LSA air quality specialist will peer review the *Air Quality, Energy, Greenhouse Gas, and Health Risk Assessment* prepared for the project. The purpose of the peer review is to ensure that the study is adequate for purposes of CEQA compliance. The peer review will analyze the methodology and findings and will illuminate weaknesses, if any, in the research and/or evaluative analysis in the context of CEQA compliance and current professional standards and practices. This will include verification that City of Lake Elsinore, South Coast Air Quality Management District (SCAQMD), California Air Resources Board (CARB), and United States Environmental Protection Agency (EPA) rules and methodologies were followed, that the correct models were used, and that all air pollutant, greenhouse gas (GHG), and toxic

air contaminant (TAC) emissions were analyzed correctly. The reports will also be evaluated to ensure that any identified significant short-term construction and/or long-term operational impacts have feasible mitigation measures designed to reduce project-related impacts to acceptable levels or to the extent possible, as appropriate. The energy analysis will be evaluated to ensure that the energy use impacts of the project were analyzed correctly, and any identified impacts have feasible mitigation measures designed to reduce project-related impacts to acceptable levels or to the extent possible, as appropriate. The Health Risk Assessment (HRA) will be evaluated to ensure that all TACs were properly included, their emissions and dispersion correctly characterized, and the resulting health risk levels correctly calculated.

Task 2.2: Noise and Vibration Assessment

An LSA noise specialist will peer review the *Noise and Vibration Assessment* prepared for the project. The purpose of the peer review is to ensure that the study is adequate for purposes of CEQA compliance. The peer review will analyze the methodology and findings and will illuminate weaknesses, if any, in the research and/or evaluative analysis in the context of CEQA compliance and current professional standards and practices.

Task 2.3: Cultural Resources Assessment

An LSA cultural resource specialist will peer review the *Cultural Resources Assessment* prepared for the project. The purpose of the peer review is to ensure that the study is adequate for purposes of CEQA compliance. The peer review will analyze the methodology and findings and will illuminate weaknesses, if any, in the research and/or evaluative analysis in the context of CEQA compliance and current professional standards and practices. The peer review will not include site visits, independent research, alternative analyses, or opinions regarding the historical significance findings. Additionally, this scope does not include any involvement by Riverside County, Native American Tribes, or any other agency except for the City of Lake Elsinore.

Task 2.4: Paleontological Resources Assessment

A paleontologist will peer review the *Paleontological Assessment* prepared for the project. The purpose of the peer review is to ensure that the study is adequate for purposes of CEQA compliance. The peer review will not include site visits, independent research, or alternative analyses. The peer review will focus on assessing completeness and accuracy of the information provided, identifying any deficiencies in the research, and evaluating whether the recommended mitigation is sufficient to reduce impacts to a less than significant level. As such, the peer review will verify that the report has been appropriately prepared according to industry best practices and is adequate with respect to the applicable requirements of CEQA and any other appropriate regulations and policies. As needed, LSA will request clarification of any ambiguous or unclear issues and will make recommendations for revisions and/or additions as warranted.

Task 2.5: Phase I Environmental Site Assessment

LSA will conduct a review of a *Phase I Environmental Site Assessment (ESA)* prepared for the project to confirm that the analysis and recommendations in the *Phase I ESA* are clear and appropriate for incorporation in the EIR.

Task 2.6: Visual Impact Study

It is LSA's understanding that a *Visual Impact Study* has been prepared for the project; however, it is not clear how many visual simulations are included in the study. LSA has conservatively assumed that the study contains up to three visual simulations. LSA has included two options for the City's consideration that would facilitate the peer review of the *Visual Impact Study*. The first option (Task 2.6a) involves a rigorous, technical-level review of the visual simulations in the *Visual Impact Study*. Under this option, LSA will rely on technical support from VisionScape to confirm that the visual simulations accurately represent the potential post-project condition. VisionScape is a recognized industry leader in preparing highly accurate visual simulations and visual impact analyses. The second option (Task 2.6b) involves a less-technical review of the *Visual Impact Study* to assess its adequacy for incorporation in the EIR and does not include technical-level review of the visual simulations. Both options are described below.

- **Option 1 (Task 2.6a):** VisionScape will conduct a rigorous, technical-level review of up to three visual simulations prepared by the Applicant. This technical-level review would require VisionScape to review the CAD files, grading plans, camera locations, and review the Applicant's model for accuracy to confirm that the visual simulations accurately represent the potential post-project condition. Under this option, LSA will also review the *Visual Impact Study* to confirm that it addresses the applicable CEQA thresholds related to aesthetics.
- **Option 2 (Task 2.6b):** LSA will conduct a non-technical review of the visual simulations prepared by the Applicant (no precise review of the CAD files for grading and architectural plans will be completed). This review will generally confirm that the locations of the key viewpoints, angles and elevations, and overall context of the visual simulations are sufficient for the aesthetics analysis in the EIR. LSA will also review the *Visual Impact Study* to confirm that it addresses the applicable CEQA thresholds related to aesthetics.

Note

LSA assumes a consolidated and non-contradictory set of comments from the City of Lake Elsinore for each round of review. Comments from the Applicant or any other persons or entities will be considered an additional round of review and potentially subject to a contract augment.

Task 3.0: Review of City-Approved Technical Studies/Reports

LSA will review the following reports for CEQA adequacy and incorporation in the EIR. Any technical reports not specified in Tasks 3.1 through 3.4 below that are necessary to conduct the requisite analyses in the EIR (e.g., Hydrology Study, Water Quality Management Plan, Traffic Impact Study, Biological Resources Assessment/MSHCP Consistency Analysis, etc.) are expected to be adequate for CEQA compliance and incorporation in the EIR.

Task 3.1: Geotechnical/Soils Evaluation

LSA staff will review the *Geotechnical/Soils Evaluation* prepared for the project for CEQA adequacy and to ensure sufficient information is provided for LSA to prepare the EIR. The review will not include a formal peer review or review for technical adequacy, and ultimate approval will be provided by the City.

Task 3.2: Utility/Services System Study

LSA staff will review the *Utility/Services System Study* prepared for the project for CEQA adequacy and to ensure sufficient information is provided for LSA to prepare the EIR. The review will not include a formal peer review or review for technical adequacy, and ultimate approval will be provided by the City.

Task 3.3: Vehicle Miles Traveled (VMT) Analysis

LSA staff will review the *Vehicle Miles Traveled (VMT) Analysis* prepared for the project for CEQA adequacy and to ensure sufficient information is provided for LSA to prepare the EIR. The review will not include a formal peer review or review for technical adequacy, and ultimate approval will be provided by the City.

Task 3.4: Wildfire Protection Plan and Report

LSA staff will review the *Wildfire Protection Plan and Report* prepared for the project for CEQA adequacy and to ensure sufficient information is provided for LSA to prepare the EIR. The review will not include a formal peer review or review for technical adequacy, and ultimate approval will be provided by the City.

Task 4.0: Notice of Preparation, Notice of Completion, and Public Scoping Meeting

Task 4.1: Notice of Preparation/Notice of Completion

LSA will prepare an NOP and a Notice of Completion (NOC) stating an EIR is being prepared for the project. The NOP will solicit comments on the scope of analysis to be included in the EIR document. The draft NOP will be prepared using the City's preferred format. Once approved, LSA will distribute the NOP via certified mail (return receipt) to the parties on the distribution list provided by the City. LSA will provide the City confirmation of all deliveries. The City will post the NOP with the Riverside County Clerk, in a newspaper of general circulation, and on the City's website, and provide other required notification.

LSA will submit the NOP and NOC to the State Clearinghouse for repository and distribution to State Agencies. As currently permitted, the NOP, NOC, and California Office of Planning and Research (OPR) Summary Form will be uploaded to the OPR CEQAnet database electronically. Direct upload by consultants to the CEQAnet site is not currently permitted. Either the City will upload these documents, or the City will provide LSA access to CEQAnet to conduct the upload.

LSA will prepare up to 25 hard copies of the NOP for public distribution. One hard copy and electronic copy of the NOP will be provided to the City. LSA will distribute the NOP via certified mail (return receipt) to all other parties on the City's distribution list.

Task 4.2: Public Scoping Meeting

LSA will participate in one public scoping meeting for the proposed project. The City will schedule the scoping meeting, secure an appropriate venue and media for the meeting, and notice the meeting in a local newspaper. The date, place, media, and time for the scoping meeting will be identified in the NOP (refer to Task 4.1), and the meeting will be scheduled during the 30-day NOP review period.

During the scoping meeting, LSA will collect public input on the project, explain the EIR process, and respond to questions related to the preparation and processing of the EIR. After the meeting, LSA will

summarize the written and verbal comments received and submit the meeting summary to the City for review and approval to be included as an appendix to the EIR. LSA will identify and address all pertinent comments received during the scoping meeting in the EIR.

Assuming an in-person meeting, LSA will provide up to 25 hard copies of handout materials for the scoping meeting and submit one electronic document to the City summarizing the written and verbal comments received during the public scoping meeting. LSA will document written and verbal comments received during the scoping meeting and submit the meeting summary to the City.

Task 5.0: Administrative Draft Environmental Impact Report

Task 5.1: Administrative Draft EIR (ADEIR) No. 1

Prior to the EIR work effort, LSA will submit a proposed EIR document template to the City for review and approval. LSA will review the City's General Plan, environmental records for the site, Applicant-prepared reports, and/or other relevant documents to ascertain the existence of and/or extent of potential environmental impacts.

LSA will conduct a comprehensive assessment of the project's impact(s). ADEIR No. 1 will address the following environmental factors presented in Appendix G of the *State CEQA Guidelines* as they relate to the project, applicable City standards, and/or the standards of State or federal entities:

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

Additionally, LSA will address the following CEQA-mandated topics:

- Any significant irreversible environmental changes that would be involved in the proposed action, should it be implemented;
- The significant unavoidable impacts resulting from project development;
- The cumulative impacts associated with the proposed project;
- The proposed project's consistency with local and/or regional plans;
- The potential growth-inducing aspects of the project; and
- The identification of potential alternatives to the proposed project. In addition to the "No Build" alternative, up to three "build" alternatives will be evaluated. The scope of the alternatives will be

developed in consultation with the Applicant and the City. The evaluation of alternatives will provide a comparative analysis of alternatives to the proposed project. Consideration of additional alternatives can be accommodated through an amendment to this scope and cost estimate.

LSA will examine all potentially significant environmental factors in an appropriate level of detail, and each issue will include an assessment of the direct and indirect short-term and long-term environmental impacts that would be created by the project based on established thresholds of significance. In addition, LSA will evaluate implementable mitigation measures that can be effectively monitored and enforced for each significant impact identified.

The EIR will address relevant comments received during the NOP period and public scoping meeting (refer to Task 4.0). These work efforts will be compiled into Administrative Draft EIR (ADEIR) No. 1, along with analysis of topical issues required by CEQA, an Executive Summary, an Introduction, a Project Description, and Alternatives.

The EIR will evaluate impacts that cannot be reduced to less than significant levels, and LSA will discuss significant impacts with the Applicant and City staff to evaluate possible modifications to the project characteristics or alternatives that could reduce potential impacts to less than significant levels. This work will occur prior to completing the ADEIR No. 1 document, so the Applicant and the City can evaluate the project objectives and track the progress of the project through the CEQA process.

LSA will provide the City and Applicant one electronic copy (in Word and PDF formats) of the ADEIR for review within 12 weeks of public distribution of the NOP. This scope and cost estimate assume up to two rounds of review/revision and one electronic copy of ADEIR No. 1 from the City and Applicant during each of the two review cycles.

Note

A round of comments, as referenced throughout this scope, refers to a group of written consolidated comments from City departments (including the City Attorney). Review of the ADEIR by the Applicant (as permitted by the City) will also constitute one separate round of review. Additional round(s) of review of the ADEIR by the City and/or the Applicant, third parties, or any other persons or entities will be considered an additional round of review and may be completed upon authorization of an amendment to this scope and cost estimate. To limit duplication of work efforts, LSA will commence work on ADEIR No. 2 upon receipt of the City and, as permitted, Applicant comments.

Task 5.2: Administrative Draft EIR No. 2

Upon receipt of a consolidated, non-contradictory set of written comments on ADEIR No. 1 from City staff and the Applicant's team, LSA will revise the EIR as necessary to address comments. LSA will wait until all comments and incorporation of the responses to these comments are completely reconciled prior to preparing ADEIR No. 2. After all required revisions have been incorporated into the document, LSA will submit ADEIR No. 2 to the City and Applicant for review and approval.

LSA will provide the City and Applicant with one electronic copy (in Word and PDF formats) of ADEIR No. 2 for review within 4 weeks of receipt of a consolidated, non-contradictory set of written comments on ADEIR No. 1 from City staff and the Applicant's team.

Task 6.0: Draft Environmental Impact Report

Task 6.1: Prepare Draft EIR for Public Review

Upon receipt of a consolidated and non-contradictory set of written comments from City staff and the Applicant's team on ADEIR No. 2 (Task 5.2), LSA will prepare the Draft EIR for public review. LSA will wait until all comments and incorporation of the responses to these comments are completely reconciled prior to preparing the Draft EIR. LSA will be responsible for printing and distributing the Draft EIR using the most recent distribution list compiled and provided by the City.

Task 6.2: Mitigation Monitoring and Reporting Program

LSA will prepare a Mitigation Monitoring and Reporting Program (MMRP) to assist the City in implementing the mitigation measures prescribed in the EIR. The MMRP will delineate the procedures for monitoring and complying with each mitigation measure, identify the agency/position responsible for the monitoring and reporting of each measure, and outline the schedule for implementation.

Task 6.3: Notice of Completion and Notice of Availability

LSA will prepare the NOC to accompany the Draft EIR to the State Clearinghouse and will prepare a Notice of Availability (NOA) of the EIR for filing with the Riverside County Clerk. The City will be responsible for adequately satisfying all filing and noticing requirements associated with the NOA pursuant to CEQA.

LSA will distribute the NOA via certified mail (return receipt) to the parties on the distribution list provided by the City. LSA will provide confirmation of all deliveries. The NOA will include an active weblink to the City's website that reviewers may access to view the Draft EIR. The City will post the NOA with the Riverside County Clerk, make arrangements to have the NOA published in a newspaper of general circulation and on the City's website, and provide other required public notification.

Task 6.4: Circulate Draft EIR for Public Review

LSA will utilize the most recent distribution list compiled and provided by the City. LSA will distribute the Draft EIR to agencies and the public within 1 week of receiving approval for distribution from the City. The distribution of the Draft EIR will be via electronic upload to the State Clearinghouse and via Certified Mail (return receipt) to all other parties.

As permitted by the City, the NOA will provide a weblink to provide access to electronic copies of the Draft EIR and supporting studies. This will provide for the conservation of resources through the elimination of unnecessary printing and distribution.

LSA will provide the NOC and the Draft EIR to the State Clearinghouse for distribution to State agencies. As currently permitted, the NOA, NOC, and Draft EIR will be uploaded to the OPR CEQAnet database electronically. Direct upload by consultants to the CEQAnet site is not currently permitted. Either the City will upload these documents, or the City will provide LSA access to CEQAnet to complete the upload.

Upon request, LSA will provide up to 10 hard copies of the Draft EIR to the City for staff and/or public uses. If hard copies of the Draft EIR are required, supporting technical appendices will be provided as PDF files on flash drives included with each hard copy of the Draft EIR.

LSA will distribute the NOA with an active weblink to the Draft EIR to up to 25 parties on the City's distribution list.

Task 7.0: Final Environmental Impact Report

Task 7.1: Response to Comments

Upon close of the public review period, LSA will prepare responses to public and agency comments received on the Draft EIR. As necessary, LSA will formulate responses to the comments received on the Draft EIR within 3 weeks of receipt of a complete set of comments from the public review period. LSA will submit draft responses to comments to the City and Applicant for review.

Note

This scope and cost estimate anticipates that up to 142 hours of LSA staff time will be required for this task. Work efforts related to this task in excess of the time identified in this scope and cost estimate will be billed on a time-and-materials basis.

Task 7.2: Administrative Final EIR

LSA will prepare an Administrative Final EIR that includes modifications to the Draft EIR in response to comments received. The Final EIR will include an Executive Summary of the Draft EIR, modifications to the Draft EIR in response to comments received, comment letters, and responses regarding the Draft EIR and Draft MMRP.

To facilitate review of the Final EIR, revisions made subsequent to public review of the Draft EIR will be identified with underline/~~strikeout~~ (strikeout) text. The Administrative Final EIR will be provided to the City and Applicant for up to two rounds of review and consolidated, non-conflicting comments. This scope and cost estimate anticipates that City review of the Administrative Final EIR will include concurrent review by responsible City departments, including, but not limited to, Public Works, Fire/Police, Planning, and the City Attorney. LSA will wait until all comments and incorporation of the responses to these comments are completely reconciled prior to preparing the Final EIR.

Task 7.3: Draft Facts, Findings, and Statement of Overriding Considerations

Prior to hearings on the project, LSA will prepare a draft Facts, Findings, and Statement of Overriding Considerations (SOC), if needed, which summarizes the findings and mitigation measures contained in the Final EIR. The Draft Facts, Findings, and SOC will be delivered to the City in electronic format for use by legal counsel and finalization by the City.

Note

This scope and cost estimate anticipates the Facts, Findings, and SOC will be finalized by the City Attorney prior to consideration of the project by the Planning Commission and City Council.

Task 7.4: Final EIR

LSA will revise the Administrative Final EIR per City staff and Applicant comments, and prepare the Final EIR for public hearings on the project and EIR. LSA will distribute the Final EIR to all commenting parties at least 10 days prior to Planning Commission action on the project.

LSA will distribute the following:

- Electronic copies (in Word and PDF formats) of Draft Response to Comments to the City and Applicant for review and comment.
- Electronic copies (in Word and PDF formats) of the Administrative Final EIR during each round of review.
- Up to 10 hard and electronic copies (in Word and PDF formats) each of the Final EIR to the City.
- Up to 10 electronic copies of the Final EIR (Appendices on flash drives) distributed to commenting parties.

Task 8.0: Project Management and Meetings

Task 8.1: Project Management

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

- Assign the most appropriate Principal in Charge and Project Manager for the project and ensure their availability throughout the project.
- Have the LSA Project Manager, the Applicant, and City's Project Manager systematically review the work program to ensure a clear understanding of project definition and scope of work.
- Assign a project team with experience on similar projects and coordinate with task managers to ensure staffing availability.
- Ensure that all project team members jointly understand applicable local, County, State, and federal standards, policies, and procedures.
- Ensure quality of work products and cost estimates, and timely delivery at lowest cost.

The work program is intended to ensure the smooth functioning of the CEQA process for the project by maintaining open communications with the Applicant and City staff. LSA will maintain a continuous liaison with the Applicant and City staff by identifying and defining key issues as they arise and coordinating responses.

The cost estimate for Task 8.1 is based on an anticipated 14-month schedule. LSA will review the project status with the Applicant and the City at agreed upon intervals to ensure implementation of the scope of work and harmonious functioning of all team members, as well as to identify any potential conflicts due to possible changes in scope, baseline conditions, or public concerns. Project delays outside of LSA's control would require additional budget based on time and materials in accordance with our *Standard Schedule of Contract Provisions and Billing Rates* (refer to Appendix A).

Task 8.2: Meetings and Public Hearings

Progress Meetings. In addition to the kick-off and scoping meetings, LSA will participate in up to two in-person meetings with the project consultant team and City staff, as well as ongoing bi-weekly (every other week) teleconference meetings (up to one hour each) with the project consultant team for the duration of the anticipated 14-month schedule.

Additionally, LSA anticipates periodic telephone conferences throughout the duration of the EIR process with the Applicant and City staff to ensure the timely progression of work efforts and resolution of issues of concern. Ongoing telephone and email coordination among LSA, the Applicant, and City staff will ensure the smooth preparation of the EIR.

Planning Commission. LSA will attend one public hearing of the Lake Elsinore Planning Commission to consider the environmental document(s) and action on the proposed project. If requested, LSA will explain the content, findings, and determinations of the environmental document(s) and will respond to relevant comments raised during the hearing.

City Council. LSA will attend one hearing of the Lake Elsinore City Council to consider approval of the environmental document(s) and action on the proposed project. If requested, LSA will explain the content, findings, and determinations of the environmental document(s) and will respond to relevant comments raised during the hearing. LSA anticipates the following meetings:

Meeting Type	Number of Meetings
Kick-Off	1
Public Scoping	1
In-Person Progress Meetings	2
Planning Commission	1
City Council	1
Total City/Public Meetings	6
Regular Project Team Bi-Weekly Meetings	32
Total Project Team Meetings	32
GRAND TOTAL MEETINGS	38

Task 8.3: Notice of Determination

Upon adoption of the environmental document, LSA will provide the City with the Notice of Determination (NOD) for submission to the Riverside County Clerk. While LSA will prepare the NOD, it is the responsibility of the City to file the NOD and secure the appropriate filing fees from the Applicant. Failure to file the NOD within 5 business days of project approval will substantially increase the period in which the project approval may be legally challenged. It will be the responsibility of the Applicant to pay any applicable California Department of Fish and Wildlife (CDFW) filing fees. LSA will submit the NOD to the City electronically and will file the NOD with the State Clearinghouse after each approval of the project.

LSA will provide the City one electronic PDF copy of the NOD and file the NOD with the Riverside County Clerk and State Clearinghouse.

PROJECT SCHEDULE

The following is an estimated schedule based upon LSA’s working experience with similar projects in this region. It should be noted that the date of delivery column is an estimate only. This estimate anticipates the availability of technical studies prepared by the Applicant and conformance with the review cycles cited below.

SCHEDULE OF TASKS	DURATION	DATE OF DELIVERY ¹
Authorization to Proceed	1 day	May 29, 2024
Task 1.0: Project Initiation		
1.1: Project Kick-off Meeting	1 day	Early June
1.2: Project Description	1 week	Early June
Task 2.0: Peer Review of Technical Studies/Reports¹		
2.1: Peer Review Air Quality, Energy, Greenhouse Gas, and Health Risk Assessment	2 weeks	Mid-June ²
2.2: Peer Review Noise and Vibration Assessment	3 weeks	Mid-June ²
2.3: Peer Review Cultural Resources Assessment	3 weeks	Mid-June
2.4: Peer Review Paleontological Resources Assessment	3 weeks	Mid-June
2.5: Peer Review Phase I Environmental Site Assessment	1 week	Early June
2.6: Peer Review Visual Impact Study		
Task 2.6a (Option 1)	3 weeks	Late June
Task 2.6b (Option 2)	2 weeks	Mid-June
Task 3.0: Review of City-Approved Technical Studies/Reports¹		
3.1: Geotechnical/Soils Evaluation	2 weeks	Mid-June
3.2: Utility/Services System Study	2 weeks	Mid-June
3.3: Vehicle Miles Traveled (VMT) Analysis	2 weeks	Mid-June
3.4: Wildfire Protection Plan and Report	2 weeks	Mid-June
Task 4.0: Notice of Preparation, Notice of Completion, and Public Scoping Meeting		
4.1: Notice of Preparation/Notice of Completion	1 day	Late June
City/Applicant Review	1 day	Late June
Distribute NOP and NOC	1 day	Late June
Public Review Period	30 days	Late July
4.2: Public Scoping Meeting	1 day	July ⁴
Task 5.0: Administrative Draft EIR		
5.1: Administrative Draft EIR No. 1	12 weeks	Late September
City/Applicant Review	3 weeks	Mid-October
5.2: Administrative Draft EIR No. 2	4 weeks	Mid-November
City/Applicant Review	2 weeks	Mid-December ⁵
Task 6.0: Draft EIR		
6.1: Prepare Draft EIR for Public Review	2 weeks	Early January 2025
6.2: Mitigation Monitoring and Reporting Program	1 day	Early January
6.3: Notice of Completion and Notice of Availability	1 day	Early January
City/Applicant Review	1 week	Mid-January
6.4: Circulate Draft EIR for Public Review	1 day	Mid-January
Public Review Period	45 days	Mid-January to Late February
Task 7.0: Final EIR		
7.1: Response to Comments	4 weeks	Late March

SCHEDULE OF TASKS	DURATION	DATE OF DELIVERY ¹
Authorization to Proceed	1 day	May 29, 2024
City/Applicant Review of Responses to Comments	2 weeks	Early April
7.2: Administrative Final EIR	2 weeks	Late April
City/Applicant Review	2 weeks	Mid-May
7.3: Draft Facts, Findings, and Statement of Overriding Considerations	2 weeks	Early June
City/Applicant Review/Finalization	2 weeks	Late June
7.4: Final EIR	1 week	Early July
Task 8.0: Project Management and Meetings		
8.1: Project Management		Ongoing
8.2: Meetings and Public Hearings	1 day each	To be determined ⁶
8.3: Notice of Determination	2 days	Once per each City Council hearing (1st and 2nd reading)
TOTAL: Environmental Impact Report (Tasks 1.0 through 8.0)		14 months

¹ From date of receiving authorization to proceed and all required information.
² Assumes required data will be available 2 weeks after Notice to Proceed.
³ From date of completion of peer review and review of City-approved technical studies specified in Tasks 2.0 and 3.0.
⁴ Placeholder date. Actual date to be determined by City.
⁵ Date of delivery takes into account close of business for holidays.
⁶ Progress meetings as needed; City staff controls and administers Planning Commission and City Council calendars.

COST ESTIMATE

The cost estimate is divided into three phases as follows:

- **Phase 1:** Peer Review of Technical Studies and Review of City-Approved Technical Studies (Task 1.0 through Task 3.0).
- **Phase 2:** Environmental Impact Report (Task 4.0 through Task 6.0).
- **Phase 3:** Finalize Environmental Impact Report (Task 7.0 and Task 8.0).

LSA proposes to complete the EIR, peer review, and review of the City-approved technical studies as outlined in Task 1.0 through Task 3.0 for **\$43,000** (Phase 1), based on the assumption that Option 1 would be selected for the review of the Visual Impact Study. Option 2 would reduce the cost of Phase 1 by \$10,400. LSA would prepare a Draft EIR for the project as outlined in Task 4.0 through Task 6.0 for an additional **\$170,650** (Phase 2). LSA would finalize the EIR for the project as outlined in Task 7.0 and Task 8.0 for an additional **\$96,700** (Phase 3).

The total cost for all three phases (Task 1.0 through Task 8.0) would be **\$310,350**, assuming that Visual Impact Study Review Option 1 is selected. Again, the selection of Option 2 would reduce the overall cost by \$10,400.

LSA's fees are charged on an hourly basis, consistent with the Standard Billing Rates provided in Appendix A. VisionScape's hourly billing rates are also included in Appendix B. The fee estimate above will not be exceeded without prior authorization. This fee is based on LSA's past experience related to the level of effort needed to complete the environmental process and peer review for projects of this type in the Inland Empire. LSA will aggressively identify strategies for reducing the overall work effort while maintaining the City's objectives and the legal adequacy of the work products. Should there be any changes to the scope described above, the budget may need to be amended. The following table provides estimated budgets by task for information and convenience. The final budget will be completed as an hourly approach, with a not-to-exceed amount for the entire project.

Task	Expenses ¹	Labor	Total
PHASE 1			
Task 1.0: Project Initiation			
1.1: Project Kick-off Meeting	\$0	\$1,300	\$1,300
1.2: Project Description	\$0	\$5,800	\$5,800
Task 2.0: Peer Review of Technical Studies/Reports			
2.1: Peer Review Air Quality, Energy, Greenhouse Gas, and Health Risk Assessment	\$0	\$6,300	\$6,300
2.2: Peer Review Noise and Vibration Assessment	\$0	\$4,100	\$4,100
2.3: Peer Review Cultural Resources Assessment	\$0	\$4,700	\$4,700
2.4: Peer Review Paleontological Resources Assessment	\$0	\$2,700	\$2,700
2.5: Peer Review Phase I Environmental Site Assessment	\$0	\$1,000	\$1,000
2.6: Peer Review Visual Impact Assessment			
Task 2.6a (Option 1; includes assistance from VisionScape)	\$0	\$13,400	\$13,400
Task 2.6b (Option 2)	\$0	\$3,000	\$3,000

Task	Expenses ¹	Labor	Total
Task 3.0: Review of City-Approved Technical Studies			
3.1: Geotechnical/Soils Evaluation	\$0	\$600	\$600
3.2: Utility/Services System Study	\$0	\$1,300	\$1,300
3.3: Vehicle Miles Traveled (VMT) Analysis	\$0	\$1,200	\$1,200
3.4: Wildfire Protection Plan and Report	\$0	\$600	\$600
Phase 1 Subtotal (reflects selection of Option 1/Task 2.6a)	\$0	\$43,000	\$43,000
PHASE 2			
Task 4.0: Notice of Preparation, Notice of Completion, and Public Scoping Meeting			
4.1: Notice of Preparation/Notice of Completion	\$150	\$3,500	\$3,650
4.2: Public Scoping Meeting	\$500	\$4,000	\$4,500
Task 5.0: Administrative Draft EIR			
5.1: Administrative Draft EIR No. 1	\$0	\$103,900	\$103,900
5.2: Administrative Draft EIR No. 2	\$0	\$38,100	\$38,100
Task 6.0: Draft EIR			
6.1: Prepare Draft EIR for Public Review	\$0	\$8,500	\$8,500
6.2: Mitigation Monitoring and Reporting Program	\$0	\$4,300	\$4,300
6.3: Notice of Completion and Notice of Availability	\$0	\$1,200	\$1,200
6.4: Circulate Draft EIR for Public Review	\$1,000	\$5,500	\$6,500
Phase 2 Subtotal	\$1,650	\$169,000	\$170,650
PHASE 3			
Task 7.0: Final EIR			
7.1: Response to Comments	\$0	\$28,400 ²	\$28,400
7.2: Administrative Final EIR	\$0	\$13,100	\$13,100
7.3: Draft Facts, Findings and Statement of Overriding Considerations	\$0	\$5,900	\$5,900
7.4: Final EIR	\$500	\$7,000	\$7,500
Task 8.0 Project Management and Meetings			
8.1: Project Management	\$0	\$18,600	\$18,600
8.2: Meetings and Public Hearings	\$300	\$21,800	\$22,100
8.3: Notice of Determination	\$0	\$1,100	\$1,100
Phase 3 Subtotal	\$800	\$95,900	\$96,700
TOTAL: TASKS 1.0 through 8.0 (reflects selection of Option 1/Task 2.6a)	\$2,450	\$307,900	\$310,350

¹ Reimbursable expenses (e.g., Subconsultant VisionScape Peer Reviews, mileage, printing, shipping, technical equipment, etc.).

² Assumes 142 hours of LSA professional staff time at a composite rate of \$200 per hour.

Direct costs (including outside vendors used for photocopying) will be charged at cost and are not included in the hourly fee for professional services provided above. Direct costs can be invoiced separately at the request of the City. Appendices A and B provide a list of the current fee schedules for direct costs for LSA and VisionScape, respectively.

APPENDIX A

LSA SCHEDULE OF STANDARD CONTRACT PROVISIONS AND BILLING RATES

SCHEDULE OF STANDARD CONTRACT PROVISIONS AND BILLING RATES

FEES FOR PROFESSIONAL SERVICES

Fixed-Fee Contracts

If a fixed-fee proposal, the professional services described in the Scope of Services Section of the attached proposal shall be provided for the fixed fee noted in the proposal. Invoices will be generated on a monthly basis based on the percentage of work completed and/or an agreed-upon schedule of values. The fixed fee includes all labor and expenses required to complete the defined scope of work. Any changes in the scope of work, significant delays, or additional tasks will be considered extra services. Extra services shall be provided on a time-and-expenses basis at the same rates specified for hourly contracts unless other arrangements are made in advance.

Hourly Contracts

If an hourly plus expenses proposal, the professional services described in the Scope of Services section of the attached proposal shall be provided on a time-and-materials basis at current hourly rates. These rates are as shown on a Rate Schedule that is attached or can be made available. Hourly rates are subject to review at least annually on or about June 1 of each year, and may be adjusted to reflect changing labor costs, at our discretion, at that time. (A schedule can be made available upon request.)

Direct costs (including cost of subconsultants) shall be reimbursed at cost plus 10 percent, unless other arrangements are made in advance, and are not included in the hourly fee for professional services.

The total estimated amount of time and expenses noted in the proposal will serve as a control on the services to be provided. The specified amount will not be exceeded without prior approval of the client.

EXTRA SERVICES

Services provided by LSA under this Agreement are defined in the Scope of Services section of the attached proposal. The Scope of Services was created with the intent of executing the specific tasks and level of service requested by the client. Any additions, changes to the Scope, or substantial delays to the schedule as defined in the Scope will be considered extra services. Extra services shall be provided on a time-and-expenses basis at the hourly rates in effect when the extra service is provided unless other arrangements are made in advance. Extra services will be communicated to and authorized by the client prior to commencing work. Should an alteration to the Scope include removing tasks or reducing the scope of the level of service, LSA shall invoice for the work performed prior to receiving written notice of the change.

INVOICING

Monthly invoices shall be submitted for progress payment based on work completed to date. LSA will invoice the client using our standard invoicing format and will submit the invoice to the client via electronic mail. Clients requesting changes to LSA's standard invoice or process for submittal may be billed additional time to develop the invoice and monthly administration of the billing.

PAYMENT OF ACCOUNTS

Terms are net 30 days. A service charge of 1.5 percent of the invoice amount (18 percent annual rate) may be applied to all accounts not paid within 30 days of invoice date. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the client.

STANDARD OF CARE

Services provided by LSA under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. LSA will endeavor to maintain consistent staff on the project; however, unforeseen issues outside of our control such as employee illness, relocation, injury, or departure can occur. From time to time, unforeseen circumstances require us to replace project staff or project managers with other equally qualified staff in order to meet our commitments. The terms of this proposal are not contingent upon work being performed by named staff. LSA reserves the right to substitute equally qualified staff when necessary.

PROJECT DELAYS

The terms of this Proposal are based on the anticipated project schedule. In the event of unanticipated project delays, the scope of services may be subject to amendment, change, or substitution.

INDEMNIFICATION

Client and consultant each agree to indemnify and hold the other harmless and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, and expenses are caused by the indemnifying party's negligent acts, errors, or omissions.

ELECTRONIC FILE DATA CHANGES

Copies of documents that may be relied upon by client are limited to the printed copies (also known as hard copies) that are signed or sealed by LSA. Files in electronic media format or text, data, graphic, or other types that are furnished by LSA to client are only for convenience of client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, LSA makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those of LSA at the beginning of the assignment.

FORCE MAJEURE

Neither party shall be deemed to be in default on account of any delays or failure to perform its obligations under this Agreement, which directly results from an act of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, erroneous data provided to consultant, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.

LITIGATION

In the event that either party brings action under the proposal for the breach or enforcement thereof, the prevailing party in such action shall be entitled to its reasonable attorneys' fees and costs whether or not such action is prosecuted to judgment.

NOTICES

Any notice or demand desired or required to be given hereunder shall be in writing and shall be deemed given when sent through electronic means, personally delivered or deposited in the mail, and addressed to the parties as set forth in the proposal or to such other address as either party shall have previously designated by such notice. Any notice so delivered personally or electronically shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received 3 days after the date on which it was mailed.

TERMINATION OF CONTRACT

Either party may terminate this agreement with seven (7) days prior notice to the other party for convenience or cause. Consultant may terminate this Agreement for convenience or cause with 7 days prior written notice to client. Failure of client to make payments when due shall be cause for suspension of services, or ultimately termination of the contract, unless and until LSA has been paid in full all amounts due for services, expenses, and other related charges.

If this Schedule of Standard Contract Provisions is attached to a proposal, said proposal shall be considered revoked if acceptance is not received within 90 days of the date thereof, unless otherwise specified in the proposal.

LIMITS OF LIABILITY

LSA's liability to Client from any cause or combination of causes arising out of, or in connection with this Agreement, shall not exceed, in the aggregate, the greater of (i) the total Compensation actually received by Consultant under this Agreement, or (ii) Twenty Thousand Dollars (\$20,000). The Client releases Consultant from any liability in excess thereof. The releases from liability and limitations on liability expressed in this Agreement shall apply even in the event of the fault, negligence, strict liability, or otherwise, of the party released or whose liability is limited and shall extend to the related entities of such party and its and their directors, officers, and employees.

CONFIDENTIALITY

The Parties agree that each shall treat confidentially the terms and conditions of this Agreement and all information provided by each party to the other regarding its business and operations. All confidential information provided by a party shall be used by any other party solely for the purpose of rendering or obtaining services pursuant to this Agreement and, except as may be required in carrying out this Agreement, shall not be disclosed to any third party without the prior consent of such providing party. The foregoing shall not be applicable to any information that is publicly available when provided or thereafter becomes publicly available other than through a breach of this Agreement, or that is required to be disclosed to any Regulatory Authority, or by judicial or administrative process or otherwise by Applicable Law.

HOURLY BILLING RATES EFFECTIVE JUNE 2023

Principal	Principal	Principal	Principal	Principal	Principal	Principal	\$200–350
Associate	Associate	Associate	Associate	Associate	Associate	Associate	\$140–250
Senior Planner	Senior Environmental Planner	Senior Transportation Planner/Engineer	Senior Air Quality/Noise Specialist/Noise Engineer	Senior Cultural Resources Manager/Paleontologist	Senior Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Senior GIS Specialist	\$130–230
Planner	Environmental Planner	Transportation Planner/Engineer	Air Quality/Noise Specialist/Noise Engineer/Climate Change Specialist	Cultural Resources Manager/Archaeologist/Architectural Historian/Paleontologist	Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	GIS Specialist	\$110–165
Assistant Planner	Assistant Environmental Planner	Assistant Transportation Planner/Engineer	Air Quality/Noise Analyst	Cultural Resources Analyst	Assistant Biologist/Botanist/Wildlife Biologist/Ecologist/Soil Scientist/Herpetologist/Arborist	Assistant GIS Specialist	\$105–135
Field Services							
Senior Field Crew/Field Crew							\$85–120
Office Services							
Graphics							\$125–150
Marketing							\$115–195
Office Assistant							\$100–140
Project Assistant							\$105–135
Research Assistant/Intern							\$75–100
Word Processing/Technical Editing							\$105–135

¹ The hourly rate for work involving actual expenses in court (e.g., giving depositions or similar expert testimony) will be billed at \$400 per hour regardless of job classifications.

² Hourly rates are subject to review at least annually, on or about June 1 of each year, and may be adjusted to reflect changing labor costs at LSA's discretion at that time.

LSA IN-HOUSE DIRECT COSTS EFFECTIVE JUNE 2023¹

Reproduction (8.5 x 11) B/W	\$0.07 per page	Total Station Surveying Instrument	\$50.00 per day
Reproduction (8.5 x 11) Color	\$0.40 per page	Level (Laser or Optical)	\$25.00 per day
Reproduction (11 x 17) B/W	\$0.10 per page	Laser Rangefinder	\$25.00 per day
Reproduction (11 x 17) Color	\$0.75 per page	Sound Meter	\$75.00 per day
CD Production	\$5.00 per CD	Sound Meter with Velocity Transducer	\$85.00 per day
USB Flash Drive	\$5.00 per drive	Aerial Photo	Cost
Plotting	\$3.75 per sq ft	Boat Rental	Cost
Aerial Drone	\$200.00 per day	Water Quality Meter	\$25.00 per day
Mileage On-Road	Current federal rate	Night Vision Goggles	\$50.00 per unit per night
Mileage Off-Road	Current federal rate	Wildlife Camera	\$25.00 per day
GPS Unit	\$75.00 per day		

¹ Direct costs shall be reimbursed at cost plus 10 percent.

APPENDIX B

VISIONSCAPE HOURLY BILLING RATES

VisionScapeIMAGERY

A Visualization Firm

Hourly Rate Sheet

PRIMARY AND KEY PERSONNEL	Hourly Rate
Principal 01	\$150
Principal PM	125
Production Management	125
Modeling Supervisor	125
Modeler 01	100
Modeler 02	100
IT / GPS Specialist	100
Animator 01	120
Post Edit / Video 01	120
Frame Processing / Render Farm	50
Imaging Supervisor	125
Imager 01	100
Imager 02	100
Administrative	75
Reprographics & Delivery Fee mark-up	15%
Overtime Fee / Rush	50%
Accounting Manager	100