

AGREEMENT FOR PROFESSIONAL SERVICES

MIG, Inc.

Environmental Services

This Agreement for Professional Services (the "Agreement") is made and entered into as of April 26, 2022, by and between the City of Lake Elsinore, a municipal corporation ("City") and MIG, Inc., a California corporation ("Consultant").

RECITALS

A. The City has determined that it requires the following professional services:

Preparation of an Environmental Impact Report for the City of Lake Elsinore General Plan Update.

B. Consultant has submitted to City a proposal, dated April 11, 2022, attached hereto as Exhibit A ("Consultant's Proposal") and incorporated herein, to provide professional services to City pursuant to the terms of this Agreement.

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to perform the services described in this Agreement on the terms and conditions described herein.

D. City desires to retain Consultant to perform the services as provided herein and Consultant desires to provide such professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services described in Consultant's Proposal (Exhibit A). Consultant shall provide such services at the time, place, and in the manner specified in Consultant's Proposal, subject to the direction of the City through its staff that it may provide from time to time.

2. Time of Performance.

a. Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the professional services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the professional services contemplated pursuant to this Agreement according to the agreed upon performance schedule in Consultant's Proposal (Exhibit A).

b. Performance Schedule. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the Consultant's Proposal (Exhibit A). When requested by Consultant, extensions to the time period(s) specified may be approved in writing by the City Manager.

c. Term. The term of this Agreement shall commence upon execution of this Agreement and shall continue until the services and related work are completed in accordance with the Consultant's Proposal (Exhibit A).

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fees set forth in Consultants' Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed Five Hundred Forty-Five Thousand One Hundred and Seventy-Eight dollars (\$545,178.00) without additional written authorization from the City. Notwithstanding any provision of Consultant's Proposal to the contrary, out of pocket expenses set forth in Exhibit A shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall promptly submit billings to the City describing the services and related work performed during the preceding month to the extent that such services and related work were performed. Consultant's bills shall be segregated by project task, if applicable, such that the City receives a separate accounting for work done on each individual task for which Consultant provides services. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than forty-five (45) days after receipt of the monthly invoice by City staff.

5. Background Checks. At any time during the term of this Agreement, the City reserves the right to make an independent investigation into the background of Consultant's personnel who perform work required by this Agreement, including but not limited to their references, character, address history, past employment, education, social security number validation, and criminal or police records, for the purpose of confirming that such personnel are lawfully employed, qualified to provide the subject service or pose a risk to the safety of persons or property in and around the vicinity of where the services will be rendered or City Hall. If the City makes a reasonable determination that any of Consultant's prospective or then current personnel is deemed objectionable, then the City may notify Consultant of the same. Consultant shall not use that personnel to perform work required by this Agreement, and if necessary, shall replace him or her with a suitable worker.

6. Suspension or Termination.

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of such notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City, pursuant to Section entitled "Method of Payment" herein.

7. Plans, Studies, Documents.

a. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notepad internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. City shall have sole determination of the public's rights to documents under the Public Records Act, and any third-party requests of Consultant shall be immediately referred to City, without any other actions by Consultant.

b. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require that all subcontractors agree in writing that City is granted a nonexclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

c. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor.

a. Consultant is and shall at all times remain as to the City a wholly independent contractor pursuant to California Labor Code Section 3353. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, or bind City in any manner.

b. Notwithstanding any other federal, state and local laws, codes, ordinances and regulations to the contrary and except for the fees paid to Consultant as provided in the Agreement, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. Interests of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered

by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

13. Compliance with Laws.

a. Consultant shall comply with all local, state and federal laws and regulations applicable to the services required hereunder, including any rule, regulation or bylaw governing the conduct or performance of Consultant and/or its employees, officers, or board members.

b. Consultant represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement, including a City business license.

14. Licenses. Consultant represents and warrants to City that it has the licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Lake Elsinore business license.

15. Indemnity. Consultant shall indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of

law arises from the active negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

16. Insurance Requirements.

a. Insurance. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, unless modified by the City's Risk Manager, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. In the event that Consultant is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Consultant shall submit to the City a Certificate of Exemption from Workers Compensation Insurance in a form approved by the City Attorney.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (“any auto”). No endorsement may be attached limiting the coverage.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance appropriate for Consultant’s profession for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant’s services under this Agreement, whether such services are provided by the Consultant or by its employees, subcontractors, or sub consultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single limit per occurrence basis.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best’s rating of no less than A:VII and shall be endorsed with the following specific language:

i. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers’ Compensation, shall bear an endorsement whereby it is provided that, the City and its officers, employees, servants, volunteers and agents and independent contractors, including without limitation, the City Manager and City Attorney, are named as additional insureds. Additional insureds shall be entitled to the full benefit of all insurance policies in the same manner and to the same extent as any other insureds and there shall be no limitation to the benefits conferred upon them other than policy limits to coverages.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this Policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Lake Elsinore
Attn: City Manager
130 South Main Street
Lake Elsinore, CA 92530

With a copy to: City of Lake Elsinore
Attn: City Clerk
130 South Main Street
Lake Elsinore, CA 92530

If to Consultant: MIG, Inc.
Attn: Pamela Steele
1650 Spruce Street, Suite 106
Riverside, CA 92507

18. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant and the subcontractors listed in Exhibit B. Consultant shall be fully responsible to City for all acts or omissions of any subcontractors. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement except as provided in Exhibit B without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of those subcontractors. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

19. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

20. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

21. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

22. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

23. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Consultant agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the parties that, in connection with the Work or Services provided pursuant to this Agreement, Consultant shall bear all risks of payment or non-payment of prevailing wages under California law, and Consultant hereby agrees to defend, indemnify, and hold the City, and its officials, officers, employees, agents, and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

25. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

26. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

27. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to

make this Agreement and to bind each respective party. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement.

28. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

29. Entire Agreement; Incorporation; Conflict. This Agreement contains the entire understanding between the parties relating to the obligations described herein. All prior or contemporaneous understandings, agreements, representations and statements, oral or written, are superseded in total by this Agreement and shall be of no further force or effect. Consultant's Proposal is incorporated only for the description of the scope of services and/or the schedule of performance and no other terms and conditions from such proposal shall apply to this Agreement unless specifically agreed to in writing. In the event of conflict, this Agreement shall take precedence over those contained in the Consultant's Proposal.

30. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

DocuSigned by:
Jason Simpson
1F551F63E6FF412...

City Manager

“CONSULTANT”

MIG, Inc., a California corporation

DocuSigned by:
Pamela Steele
460439656AB749F

By: Pamela Steele
Its: Principal

ATTEST:

DocuSigned by:
CAJ
2941B149748C400...

City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Barbara Leibold
A5086D9096AE48C...

City Attorney

DocuSigned by:
Shannon Buckley
678EB35A1E42495...

Assistant City Manager

Attachments: Exhibit A – Consultant’s Proposal

EXHIBIT A
CONSULTANT'S PROPOSAL
[ATTACHED]



CITY OF LAKE ELSINORE

2nd REVISED 04/11/2022 - Proposal for Professional Services – City of Lake Elsinore General Plan Update Environmental Impact Report

In association with: FEHR & PEERS | KWC ENGINEERS | CRM TECH



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CALIFORNIA

BERKELEY, FULLERTON,
LOS ANGELES, PASADENA,
RIVERSIDE, SACRAMENTO,
SAN DIEGO, SAN JOSE,
AND SONOMA

COLORADO

DENVER

OREGON

PORTLAND

TEXAS

SAN ANTONIO

WASHINGTON

SEATTLE

March 23, 2022

City of Lake Elsinore
Community Development Department/Planning Division
Attn: Richard MacHott, Planning Manager
130 South Main Street
Lake Elsinore, CA 92530

Re: Revised Proposal for Professional Services – City of Lake Elsinore General Plan Update Environmental Impact Report

Dear Mr. MacHott:

MIG, Inc. is pleased to submit our revised proposal to prepare and process a Program Environmental Impact Report (PEIR) and related documents for the comprehensive update of the City's General Plan. Our proposed scope of work includes the preparation of an Administrative Draft EIR, public Draft EIR, Final EIR, associated technical studies, attendance at meetings and public hearings, and the preparation and distribution of all notices required for compliance with the California Environmental Quality Act (CEQA), and ongoing coordination and collaboration with City staff.

The MIG Team is extremely well qualified to provide environmental services for this project. MIG staff has prepared numerous PEIR's and associated technical studies in Southern California. In the past five years, alone, we have prepared and processed six general plan update PEIR's and five specific plan PEIR's. Our team includes KWC Engineering who will prepare the Water Supply Assessment required in Addendum #2 of the RFP. In addition, we have teamed with Fehr & Peers, the state's leading experts on Vehicle Mile Travelled (VMT) traffic analysis and implementation of Senate Bill 743, to prepare the PEIR's Transportation analysis and support the project with the special challenges that this new legislation brings. Finally, we have included CRM TECH on our team to provide as-needed support with respect Cultural resources.

I will be the Principal-in-Charge and have authority to negotiate and contractually bind MIG. MIG's Director of Environmental Services, **Bob Prasse**, will be the Project Manager for this project. As you can see from his resume, included as part of our proposal, Bob, managed the three general plan update PEIR's we have prepared in the past five years and has managed numerous PEIRs over the course of his career: he is very knowledgeable of the special challenges these types of projects present.



We have reviewed the Professional Services Agreement and respectfully request the following change (remove the word sole).

15. Indemnity. Consultant shall indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the ~~sole~~ negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

We have received and acknowledge the addenda dated August 24, 2020 and September 24, 2020.

If you have any questions or need additional information, please contact Bob Prasse or me. During this time of social distancing, our offices are closed, but we can be reached at our virtual offices:

Bob Prasse, bprasse@migcom.com | (909) 519-5871

Pam Steele, pams@migcom.com | (951) 787-9222

Thank you for the opportunity to help you with this exciting project.

Sincerely,

A handwritten signature in blue ink that reads "Pamela Steele".

Pamela Steele
Principal



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1 Introduction

MIG is a multidisciplinary firm that provides environmental, planning, design, management, communications, and technology services to public and private agencies throughout California and the United States. We develop innovative planning and design solutions through a highly interactive and participatory process. We specialize in CEQA compliance, contract planning, environmental and ecological planning, design, landscape architecture, park and recreation planning, urban planning, and land use entitlements.

MIG was founded in 1982 in Berkeley, California, and has grown to be a strong team of over 240 employees. We have 31 Principals in 14 offices in California, Colorado, Oregon, Texas and Washington. We have been in business for 38 years, and we are a California Corporation.

Areas of Expertise

- » Environmental Services (CEQA/NEPA)
- » Contract Planning (On-site and On-call)
- » Technical Services Including Air Quality and Climate Change Analysis, Energy Analysis, Health Risk Assessments, Biological Resources Analysis, Acoustical and Vibration Analysis, Phase I Environmental Site Assessments (for hazmat), and Visual Impact Assessments
- » Landscape Architecture & Ecological Design
- » Land Planning
- » General Plans/Development Codes/Specific Plans
- » Urban Planning & Design
- » Geographic Information Systems
- » Graphics/Visual Simulations and Analyses
- » Entitlement Processing

Environmental Services

MIG's CEQA work is guided by three principles: first, the methodology and content are consistent with the most current CEQA statutes, guidelines, and case law; second, that mitigation recommendations are realistic and feasible; and, third, that findings are effectively presented through clear and concise writing, informative graphic design, and skillful oral presentation. These principles result in legally sound CEQA documents that fully and clearly inform the public, decision-makers, and interested agencies.



CEQA/NEPA DOCUMENTS

MIG's dedicated environmental staff have the background and experience to properly scope and prepare environmental impact analysis documents for a wide variety of projects. MIG prepares clearly written, legally defensible environmental impact reports (EIR), and other CEQA/NEPA compliance documentation, for example, initial studies/mitigated negative declarations (IS/MND), Environmental Assessments/Findings of No Significant Impact (EA/FONSI), environmental impact statements (EIS), and Categorical Exemptions/Exclusions. We specialize in preparing both "project-specific" environmental documents for site-specific industrial, residential, commercial, institutional, and mixed-use developments, as well as broad-based "program EIRs" for specific plans, general plans, and other policy plans.

MIG has successfully completed over 300 EIRs, as well as numerous other CEQA and NEPA compliance documents for public agencies.

We also provide third party peer review services for all types of CEQA and NEPA environmental documents and technical studies. We regularly provide these services to the City of Menifee and the City of Rancho Cucamonga. We have provided more than 50 reviews in the last calendar year alone.

VISUAL IMPACT ASSESSMENTS

MIG's graphic and computer simulation staff specialize in computerized view simulations and preparation of visual impact analyses. Our team can prepare and/or review visual simulations, urban design height analyses, shade studies, and other illustrative plans needed for all types of projects. Our team has extensive experience creating illustrations and analyzing environments allowing for objective review and understanding of projects.

BIOLOGICAL SITE SURVEYS/SPECIAL-STATUS SPECIES SURVEYS

MIG's experience in biological studies and impact assessments includes the preparation of biological surveys to evaluate existing conditions and the presence of sensitive habitat or special-status plant or animal species and applicable laws pertaining to the resources found. Biological impact assessments evaluate the effects of a proposed project on biological resources and are used to support CEQA/NEPA documents and permit applications.

MIG also provides the technical support required for Endangered Species Act Section 7 or Section 10 consultations and California Fish and Wildlife Endangered Species Act 2081 permits.

REGULATORY PERMITTING

MIG's wetland delineators maintain current training and can identify whether specific areas are covered under the jurisdiction of the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), California Department of Fish and Wildlife (CDFW), US Department of Fish and Wildlife (USFWS), California Coastal Commission, and local regulatory agencies.

MIG assists cities or projects in obtaining permits from various regulatory agencies, including, but not limited to, the 404 Nationwide or Individual Permits from the USACE, the Lake and Streambed Alteration Agreement from CDFW, and the 401 Water Quality Certification from the RWQCB. MIG prepares technical studies required for these permits as well as the permit applications.

AIR QUALITY IMPACT AND HEALTH RISK ASSESSMENTS

MIG prepares the technical air quality analyses necessary to obtain CEQA, NEPA, and other permitting/regulatory approvals from regional, state,

and federal air agencies. MIG prepares area and fugitive (e.g., dust and emissions from soil disturbance and material transfer), mobile, and stationary source emissions estimates using agency-recommended models. The emissions estimates developed by these models and methodologies are compared to regulatory thresholds, of respective air quality management districts, CEQA significance thresholds or other state or federal regulatory requirements as appropriate.

MIG is skilled in quantifying the emissions levels from all aspects of a project, comparing emissions levels and concentrations against applicable thresholds, and developing project design features or mitigation measures that reduce project emissions and associated risks.

ENERGY

MIG also has expertise in evaluating the new energy impact requirements of the recently amended state CEQA Guidelines, including how project energy consumption is estimated using information from air quality emissions estimates or modeling conducted for the project. MIG will then evaluate whether the project will result in the wasteful, inefficient, or unnecessary consumption of energy resources, including mobile sources. Energy-saving factors analyzed will include, site layout and orientation, proximity to regional arterials, building design, and any trip reducing or other energy-saving operations that result in the efficient use of available energy resources.

GREENHOUSE GAS (GHG)/CLIMATE CHANGE IMPACT ASSESSMENT

In California, local-land use authorities are required to consider the effects of project, and plan, level greenhouse gas emissions as part of the CEQA review process.

Many of the models (e.g., CalEEMod) and inventories (e.g., OFFROAD) MIG uses to estimate emissions

of criteria air pollutants like particulate matter also quantify GHG emissions from common GHG sources like vehicles, electricity consumption, space heating, etc. However, the methods for evaluating GHG emissions levels can differ from traditional air quality analyses because GHG emissions represent a global impact and there are a myriad of state, national, and international goals, policies, and programs adopted for the purposes of reducing GHG emissions. GHG emissions are also produced from less common but high-emitting sources such as refrigerants and electrical insulators that fall outside the scope of traditional air quality analyses.

NOISE IMPACT ASSESSMENT

MIG performs noise monitoring and impact assessments for environmental analysis, mitigation monitoring, and other compliance purposes.

MIG has the necessary expertise and equipment to monitor pre- and post-project noise levels, documenting in-situ attenuation patterns, and evaluating the effectiveness of noise-reducing insulation and infrastructure. MIG has monitored noise levels from construction equipment, traffic, public events (with and without amplified sound), and various types of stationary equipment (e.g., HVAC units, generators, concrete batch plants).

MIG collects and analyzes project-specific noise data to assess the compatibility of pre- and post-project noise levels with zoning standards, general plan standards, and general quality of life standards. MIG staff can clearly articulate noise impact findings to decision-making bodies and have worked with community members, project architects, municipal staff, and project proponents to develop mitigation in the form of operating restrictions, sound barriers, and sound power output limits that provide community and project benefits.



Similar Work Experience

The MIG environmental team has prepared and reviewed hundreds of CEQA documents and associated technical studies throughout California and Orange County. MIG offers a full range of environmental services that are provided by seasoned CEQA practitioners and technical subject matter experts. Our approach focuses on practical problem solving, recognizing that while CEQA documents largely serve a public disclosure purpose, they can also work to make projects better and improve environmental conditions.

Below is a list of selected relevant experience. We have included more information in Section 5: Comparable Projects Completed.

- » City of Desert Hot Springs General Plan Update (GPU) EIR
- » City of Monterey Park General Plan Update EIR
- » City of Cudahy General Plan Update EIR
- » City of Whittier General Plan Update EIR
- » City of Commerce General Plan Update EIR
- » City of Santa Fe Springs General Plan Update EIR
- » Smoky Hollow Specific Plan Program EIR, El Segundo, CA
- » Covina Town Center Specific Plan Program EIR, City of Covina
- » Arrow Highway Specific Plan Program EIR, Glendora, CA
- » Duarte Station Program EIR, Duarte, CA
- » Duke Realty Logistics Warehouse EIR, Redlands area of San Bernardino County, CA

Project Understanding and General Approach

The City is in the process of updating their General Plan which was comprehensively updated in 2011. The update includes changes adding new elements and other changes necessary to comply with State requirements enacted after 2011. The City is in the process of updating their Climate Action Plan. Based on the RFP, the overall intent of the GPU is to create an easier and faster path for developing residential units, transitioning select commercial areas to quasi-industrial land uses.

The City is also seeking innovative and cost-effective ways to use existing City resources and information with the aim of preparing the PEIR in as cost-effective manner as possible. The City is also interested in working closely with the consultant, not only in the review of work products, but with respect to project research and data collection.

MIG Has the Expertise and Experience to Help the City Achieve Their Objectives

Our team has prepared General Plan Update PEIR's for the Cities of Desert Hot Springs, Monterey Park and Cudahy, as well as five other PEIR's for Specific Plans, just within the past three years. We regularly work hand in hand with our fellow MIG staff members that specialize in preparing General Plans and Specific Plans. This work has given us a deep understanding of how to successfully mesh the policies and implementing actions in these plans with mitigation in the PEIR: this approach typically results in fewer mitigation measures and a more streamlined environmental review of subsequent, site-specific development projects.

We will bring this same approach and our in-depth

experience to this project. We will work in close collaboration with City staff in preparing a clear, comprehensive, cost-effective and logical PEIR. We will work closely with City staff to directly link the General Plan to the PEIR, and provide a framework within the PEIR to facilitate tiering, in accordance with CEQA Guideline Section 15152, of future site-specific projects; consequently, unnecessary and redundant environmental analysis of issues already covered in the PEIR will be avoided.

The PEIR will be structured with “end in mind” to minimize the environmental review needed for future development proposals and other projects. In addition to tiering, a number of other available methods under CEQA can be used to eliminate often redundant project-level analysis.

- » Use of Categorical Exemptions and a variety of other CEQA exemptions, including those designed for infill, Transit Priority Areas, and housing incentives
- » Determining later projects consistent with the PEIR in accordance with CEQA Section 15168(c) (Use with Later Activities).
- » Addendums to the PEIR in those cases where characteristics of later projects are different than originally envisioned in the General Plan, but potential environmental impacts are similar to or less than those analyzed in the PEIR.

We are very familiar with using PEIRs in this manner. MIG has completed several PEIRs that jurisdictions have used for tiering subsequent environmental review of proposed development projects. We highlight three here.

MIG developed a PEIR and Specific Plan for the Smoky Hollow District of the City of El Segundo designed to facilitate the transition of older industrial to office and commercial uses. The PEIR is structured to utilize

CEQA Section 15168(c) to demonstrate consistency of a later project with the PEIR which greatly streamlines environmental review. Since the adoption of the Specific Plan and PEIR in late 2018 the City has approved three projects in Smoky Hollow using this approach.

Since 2010, MIG worked with the City of Redwood City to tier upon the PEIR that MIG prepared for the Downtown Precise Plan. For each new development proposal, we use a custom-prepared checklist to demonstrate how a proposed project fits within the build-out analysis of the PEIR. Fifteen projects have approved using this approach, and Redwood City’s downtown has experienced significant economic growth as a result, with new urban-level housing development and office space for the expanding tech industry.

For the City of San Bruno, MIG prepared a PEIR for the Transit Corridors Plan. The PEIR was envisioned as an economic development tool, allowing projects to be approved in a streamlined manner with tiered CEQA review. Since its adoption, five projects have been forwarded for City Council approval.

Other approaches that could be explored to help streamline future development are described below.

THRESHOLD SCREENING FOR SMALLER PROJECTS

Development projects of certain types and size often will not exceed CEQA thresholds for impacts, although technical studies to quantify impacts (e.g. traffic, air quality, and greenhouse gas impacts) are needed to verify that such thresholds are not exceeded. Developing standardized screening tables that could identify maximum project size (number of home or total building area) for certain types of projects would help streamline the CEQA process for smaller projects by eliminating the need for time-consuming



special studies. This screening approach could be tied in to the screening provisions of the City's recently adopted Traffic Impact Analysis which addresses implementation of SB 743 VMT.

DIFFERENTIATION BY GEOGRAPHY

Lake Elsinore is a large place with many different subareas that have distinctly different characteristics. Within these subareas, the potential environmental impacts of new development or redevelopment will vary. For instance, the older, built-out parts of the City will have little or no impact on the more static CEQA checklist items (agricultural resources, biological resources, mineral resources, geology and soils, etc.) that really won't change much once land has already developed. By providing a somewhat more focused approach to these geographical differences, in terms of both the Environmental Setting and potential impacts, in the preparation of the PEIR, it will make it easier to "check off" items in the Initial Study for future development projects.

2 Technical Approach

Work Tasks

TASK 1. PROJECT INITIATION

A project initiation “kick-off” meeting will be held with MIG and City staff to discuss other key project issues and concerns, establish communication protocols and a project contact list. This meeting will also provide an opportunity to discuss and receive input on the PEIR schedule and deliverables, building off of the preliminary schedule and deliverables identified in this proposal. A key component of this discussion will be the City’s identification of key milestones/target dates for the General Plan Update will affect the PEIR schedule and deliverables.

In addition, during or prior to this meeting we anticipate that City staff would provide a list of information and data sources that they are aware of and that are readily available. Potential strategies on how best to identify and collect background information necessary to prepare the PEIR will also be discussed.

Following the kick-off meeting, MIG will prepare a revised draft of the PEIR schedule and prepare a master list of deliverables (coordinated with the schedule) and submit these items to City Staff for their review. MIG will then finalize the PEIR schedule and master list of deliverables based on City comments.,

Under this task it is assumed any substantial revisions to our scope of services and budget will occur prior to the execution of our professional services agreement with the City.

Deliverables:

1. Refined detailed schedule and scope of work - electronic copy in Microsoft Project or other suitable format.

2. Master List of List of Deliverables
3. List of information and data sources (City)
4. Project team contact list
5. Agreed upon communication protocol

TASK 2 . REVIEW EXISTING BACKGROUND INFORMATION AND DATA

We will work closely with City Staff to identify readily available existing environmental data that will facilitate the preparation of the PEIR and associated technical studies. MIG will gather and organize relevant existing environmental documents, memos, data, plans and policies that relate to the preparation on the PEIR.

The focus of our review of this information will be on documents that can be directly be used to support the environmental analysis in the PEIR.

Deliverables:

1. List of references of existing information
2. Environmental data and documents collected

TASK 3 . PROJECT DESCRIPTION

Once the City’s work on the General Plan Update has progressed to a point where a preferred land use plan has been selected, lands use and growth projections have been solidified and major roadway or other major infrastructure improvements identified MIG will work with City staff to prepare a draft Project Description suitable for use in the CEQA process. Following review by City staff, a revised draft of the Project Description, incorporating City comments and revisions, will be prepared for City review to ensure that their comments were adequately addressed. If necessary, a second revised draft will be prepared prior to finalizing the Project Description.



This task is a key critical path item for the PEIR, and the overall goal of is to have a stable Project Description that provides the project information necessary to provide the foundation for key technical studies that will need to be prepared to support the PEIR (i.e. transportation, air quality, noise, etc.)

Deliverables:

1. Draft Project Description
2. Revised Project Description
3. Final Project Description

TASK 4. PREPARE TECHNICAL STUDIES

In order to thoroughly analyze potential project impacts for certain issues, several technical studies are provided in our scope of work. These technical studies will be used to satisfy the requirements of CEQA, will address all CEQA-required assessments, and be supported with references and appendices (e.g., model outputs, archival information, and findings from field reviews).

For each of the technical studies the MIG team will utilize relevant information compiled under Task 2 to assess existing environmental conditions as the pertain to the subject matter of a particular study. Available studies, reports and data will be utilized as appropriate. Based on the technical studies identified in Addendum #2 of the RFP, the programmatic nature of the EIR, and the need to provide a cost-effective product, our scope of work does not anticipate extensive field investigations. We envision that any field monitoring or field investigations will be those described below for each individual technical study. In addition, if there are any additional data needs not already addressed in the preparation of the Project Description or by the background information compiled under Task 2, we will prepare a technical memorandum describing additional data requirements.

The MIG Team will prepare one administrative draft of each technical study for review by the City prior to finalizing the reports for use in the CEQA review of the project.

Task 4A. Air Quality Technical Report

MIG will prepare a clear and concise technical report that fully evaluates the proposed project’s potential air quality impacts, including:

- » Project consistency with the South Coast Air Quality Management District’s (SCAQMD) Air Quality Management Plan;
- » Potential construction (short-term) and operational (long term) emissions of criteria air pollutants (e.g., particulate matter or PM), fugitive dust, and toxic air contaminants (TAC);
- » Potential substantial pollutant concentrations resulting from project construction and operation, including concentrations of diesel PM, a TAC, at sensitive receptor locations, and carbon monoxide hot spots;
- » Potential project odors; and
- » Cumulative increases in non-attainment pollutants within the South Coast Air Basin.

MIG would estimate existing and potential project emissions levels using SCAQMD / CARB/ U.S. EPA-approved guidance and methodologies for program-level air quality impact analyses. Given the comprehensive nature of the General Plan update, MIG anticipates key issues will be consistency with the SCAQMD’s latest Air Quality Management Plan and potential increases in emissions associated with planned development. Project emissions estimates would incorporate any quantifiable emissions reductions associated with proposed General Plan policies.

This task includes up to 8 CalEEMod runs.

Task 4B. Greenhouse Gas Technical Report

MIG will prepare a clear and concise technical report that fully evaluates the proposed project's potential greenhouse gas (GHG) and energy impacts, including:

- » Project consistency with applicable plans, policies, and regulations adopted for the purposes of reducing GHG emissions, such as the latest Scoping Plan prepared by the California Air Resources Board and the latest Climate Action Plan prepared by the Western Riverside Council of Governments;
- » Potential construction (short-term) and operational (long term) emissions of GHGs;
- » The wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation; and
- » Conflict with plans for renewable energy or energy efficiency.

MIG will quantify the increase in GHG emissions generated by the construction and operation of the proposed project using the same methodologies employed to prepare the project's Air Quality Technical Report. Given the comprehensive nature of the General Plan update, MIG anticipates key issues will be energy use, specifically natural gas consumption, vehicle miles travelled, and potential increases in emissions associated with planned development. The GHG analysis will incorporate any quantifiable emissions reductions associated with proposed General Plan policies, and the resulting GHG emissions estimates would be compared to GHG efficiency CEQA significance thresholds maintained by the SCAQMD or developed for the project in a manner consistent with State and SCAQMD goals.

Task 4C. Noise and Vibration Technical Report

MIG will prepare a clear and concise noise and vibration analysis that will:

- » Describe the existing noise and vibration

environment in the project vicinity. MIG will conduct noise monitoring at up to 6 long-term (24 to 48 hours) and 4 short-term locations to adequately describe the existing noise environment in the project area / sensitive receptor locations and evaluate potential project noise impacts;

- » Describe applicable City regulations related to noise, including General Plan policies intended to reduce noise impacts in the city;
- » Evaluate potential construction noise and vibration impacts associated with development envisioned by the General Plan update;
- » Evaluate potential long-term noise impacts on or resulting from development envisioned by the General Plan Update, including traffic noise; and
- » Evaluate whether the General Plan update will expose people residing or working in the City to excessive airport-related noise.

The potential increases in traffic-related noise resulting from the plan will be estimated using the latest version of the Federal Highway Administration's Traffic Noise Model (TNM). MIG will prepare a noise contour map showing future traffic noise contour levels associated with up to 70 roadway segments in the City. The EIR will incorporate the noise protection and attenuation benefits of any General Plan policies intended to address community noise concerns.

Our scope for this task includes an evaluation of standard construction noise, on-site operational noise (stationary and mobile sources), and off-site traffic noise sources (up to 210 total roadway segments) using standard noise propagation and attenuation equations. It does not include the use of any graphical modeling or evaluation of atypical or unusual noise (tonal sources, impact sources) or vibration sources.

This task assumes up to 14 hours of time to set up, monitor, and break down long-term noise monitoring equipment (including travel time to the site).



Task 4D. Energy Demand

MIG will prepare a clear and concise energy resources evaluation that presents pertinent environmental and regulatory setting information, quantifies the project's potential energy consumption levels (where possible, for example, quantifies potential construction and operational energy usage (natural gas consumption, electricity consumption, and gasoline/diesel fuel use), and evaluates whether the General Plan update would result in the wasteful, inefficient, or unnecessary consumption of energy resources. The analysis will document the energy savings from General Plan policies or other features, and will be closely coordinated with the EIR's air quality and GHG impact analysis.

This task includes the preparation of up to 4 energy consumption estimate spreadsheets.

Task 4E. Transportation /Traffic Analysis (FEHR & PEERS)

The subtasks outlined below are proposed to complete the environmental assessment for the Lake Elsinore General Plan Update. The subtasks below assume that the City of Lake Elsinore is leading all efforts to complete the Circulation Element, including roadway network capacity assessment and planning, GIS mapping, and policy development. If desired, Fehr & Peers can develop additional scope in order to support the development of the Circulation Element in a separate scope of services.

Subtask 1- Review Existing General Plan Documents

Fehr & Peers' initial work related to the General Plan will include a review of relevant documents including the current General Plan, recent CEQA documents, regional planning documents (such as the CMP, RTP, the City's Specific Plans, Active Transportation Plans, WRCOG Planning efforts, City Traffic Impact Study Guidelines related to SB 743 and VMT, etc.),

local transit/bicycle plans, and any other planning documents that would provide additional information relative to the General Plan Update. The purpose of this review is to identify existing data needs and determine which of the previous data collection and mapping efforts can be employed in this analysis.

Subtask 2- Data Collection

Fehr & Peers will collect 24-hour roadway segment counts at up to 60 study locations. These study segments will be selected based on requested modifications to the Circulation Element Diagram.

Subtask 3- Existing Conditions Assessment

Preliminary VMT estimates and comparisons to neighboring jurisdictions in the region will be utilized from Fehr & Peers' recently completed efforts on the WRCOG SB 743 Implementation Project. These VMT estimates were calculated using the currently available version of the regional travel model, known as RIVTAM.

The next generation RIVTAM model (known as RIVCOM, was updated consistent with the 2020 SCAG RTP/SCS, and released in summer of 2021) will be utilized to prepare updated VMT baseline estimates.

We will use the existing data to develop a background technical report documenting existing conditions in the area. This will specifically identify existing roadway network classifications, existing and proposed bicycle/NEV facilities, existing and proposed pedestrian networks, transit service, existing truck and rail facilities, airport considerations, and a safety review of the City (most notably high accident locations within the City by mode). Pedestrian networks will be identified utilizing shape files provided by the City related to sidewalk facilities and/or conditions including field work to verify pedestrian networks within the City and identify gaps within the City. We will also document available census information that is relevant to transportation, such as commute trip information, mode split information, and

the relative locations of commuters to/from the City. Lastly, Fehr & Peers will prepare a capacity assessment of the 60 study locations identified in Subtask 2.

Subtask 4- Scenario Modeling

Fehr & Peers will model up to four scenarios (one No Project consisting of the approved general plan and up to three proposed alternatives) of varying land use and/or roadway network modifications to assist in the sizing of the circulation element roadways. Model traffic assignment outputs will be utilized to develop ADT and VMT forecasts in Subtask 5.

Subtask 5- Forecasting

Fehr & Peers will discuss with City Staff the appropriate approach to developing forecasts for this effort, but we anticipate that RIVCOM maintained by WRCOG will be the most appropriate tool for forecasting in this General Plan update analysis. We anticipate that this traffic model will be employed for VMT forecasts based on the recommended origin/destination VMT analysis approach and to measure the project's effect on VMT using the Boundary Method to prepare total VMT and VMT subsets for residential/non-residential or home-based/work-based VMT estimates. It is anticipated that these VMT forecasts will be employed for any Greenhouse Gas Emissions analysis that the environmental consultant will perform.

Average Daily Trip (ADT) forecasts will be prepared for the identified study locations for up to four scenarios identified in Subtask 4. Capacity analysis using the buildout of the circulation element will be prepared to assist in sizing of the circulation element diagram.

Land use and roadway network data will be updated consistent with the proposed General Plan Land Use Element and Circulation Element. However, please note that we have not budgeted time to calibrate the RIVCOM model nor have we budgeted time to develop a new calibrated model for this effort; rather,

we propose to utilize the best tool available to develop forecasts for this effort.

Subtask 6- Traffic Study for Environmental Impact Report

Fehr & Peers will update the previously developed Existing Conditions analysis and complete a future conditions analysis in a technical Traffic Study for use by the General Plan EIR. Elements of the assessment will include:

- » Identification of any conflicts with plans establishing performance measures for various modes of travel
- » Evaluation of any changes in air travel patterns
- » Review of hazards due to design features
- » Determination of adequate emergency vehicle access
- » Identification of any conflicts with adopted plans or policies regarding alternative travel modes
- » Identification of potential VMT impacts

Once the impacts are identified, Fehr & Peers will identify potential mitigations. As with most General Plans, it is assumed that the roadway system will be designed or policies will be crafted so that the General Plan is self-mitigating. If self-mitigation is not achievable, additional mitigation measures will be identified or policy modifications will be recommended. Given the "newness" of SB 743, we will likely be identifying a significant and unavoidable impact related to VMT impacts to provide the City with maximum defensibility of its CEQA document and allow future projects to tier from the findings of this document.

Fehr & Peers will summarize the results of analyses above in a technical Transportation Report, which will



be provided to the Project Team for review. This initial Report will be sent to Environmental Consultant for their initial review and updated in response to any internal comments received. The report will then be revised to provide a Draft Report to the City for their review. The report will be updated after receipt of one additional round of consolidated comments from the City. It is anticipated that the Environmental Consultant would prepare the Traffic Section of the EIR using data in this Transportation Report. Fehr & Peers has budgeted up to 40 hours of staff time to update the draft documents based on comments received and respond to comments received on the DEIR.

Our scope of services anticipates that only an Existing Conditions, Cumulative No Project and Cumulative Plus Project Condition will be needed to assess the impacts of the project.

Subtask 7– EIR Support

The following transportation metrics will be provided in order to support other sections of the EIR.

Air Quality and Greenhouse Gas Emissions
Transportation Data

VMT for Existing, General Plan Horizon Year, and Current General Plan conditions will be provided in I-X, X-I, I-I format in accordance with the Regional Targets Advisory Committee (RTAC) methodology.

Task 7.2 Noise Transportation Data

The following data will be provided in a GIS Centerline file with traffic model volumes from the model runs discussed earlier:

- » ADT traffic volumes for all major arterials and freeways in the study area will be provided for Existing, Existing with Project, Future Baseline, and Future Baseline with Project conditions

- » Fleet mix (auto, medium-duty, heavy-duty) on the segments for existing and future time frames
- » Speed limits on the segments for existing and future time frames
- » Daytime/Evening/Nighttime percentage splits on the segments for existing and future time frames

Subtask 8– Public Meeting Attendance

As part of this Subtask, Fehr & Peers had budgeted for attendance at up to two public meetings, which could include Planning Commission meetings, City Council meetings, or other project team meetings.

Task 4F. Water Supply Analysis (KWC)

KWC Engineering will prepare the Water Supply Assessment for the PEIR which will include the following activities that are listed below:

- » KWC will prepare a Water Supply Assessment (WSA) Report based on California Senate Bill 610, Water Code 10910-10915, the Elsinore Valley Municipal Water District UWMP and the Eastern Municipal Water District UWMP.
- » WSA will include evaluation of water supply: groundwater, wells, imported water and storage to evaluate the impacts of the General Plan Update and to prepare mitigation measures for the update
- » WSA will identify project specific plan or service area water demand and will determine whether the water supplier's total projected water supplies available during normal, single dry, and multiple dry water years over a 20-year or Build-out projection will meet the projected water demand of the proposed General Plan Update, in addition to the water supplier's existing and planned future uses identify in the UWMP
- » If the WSA concludes that its water supplies are or will be insufficient, the WSA shall identify or provide strategies or plans for acquiring additional water supplies, work with City/Client to set forth the

measures that need to be undertaken to acquire and develop those water supplies.

- » Prepare report figures and exhibits as necessary
- » Address plan check comments as necessary

Task 4G. Hazardous Materials Database Search

MIG will obtain a comprehensive Environmental Database Research (EDR) report for the entire City and sphere of influence area (minus the lake area) and prepare a compiled table of existing/historical hazmat sites. The table will evaluate and extract the most important information from the EDR report and highlight sites with violations of the most important federal and state laws regarding hazardous materials (e.g., CERCLIS, RCRA, LUST or leaking underground storage tanks, etc.). MIG will also prepare an exhibit that shows the locations of the various EDR sites listed in the table. The EDR report will be made an appendix to the EIR so it will be available in the future should residents or businesses desire more information about specific sites. Prior to drafting the summary table, MIG will submit the proposed table organization to City staff for review and approval.

As an alternative to the very detailed EDR report, MIG could utilize public information available on two state governmental databases - GeoTracker managed by the State Water Quality Control Board and EnviroStor managed by the Department of Toxic Substances Control. These two summary databases contain much of the same sites and information contained in the EDR report. Data from these websites can be extracted directly and tabular and graphic data summarized similar to that described above from the EDR report. Costs for using GeoTracker and EnviroStor websites would be the same as the cost of the EDR Report

It should be noted that most future private development projects in the City would prepare a Phase I Environmental Site Assessment (ESA) for the specific parcel or parcels proposed for development.

These ESA documents would provide the same type but updated information for the development area compared to the comprehensive EDR report outlined above that would be included in the General Plan EIR.

MIG will prepare a draft table and exhibit summarizing the results of the of the EDR report (or the GeoTracker and EnviroStor databases) for review and comment by City staff. MIG would then revise the table and/or exhibit based on a compiled list of City comments. MIG anticipates up to two rounds of review of the table and exhibit prior to finalizing them for incorporation into the General Plan EIR.

Task 4H. Cultural Resources Support

Although the preparation of Cultural or Paleontological resources reports are not included in our scope of work, we have included CRM TECH as our subconsultant to provide general support to address cultural resources issues that may potentially come up during the preparation of the PEIR. An allowance for approximately 30 hours of as-needed support work has been included in the budget for this task.

Task 4I. Biological Resources Analysis

The analysis will start with a detailed review of relevant natural resource documents for the planning area (City of Lake Elsinore and sphere of influence) "Study Area", MIG biologists will identify those regions of the Study Area that represent high inventory priority habitats, habitats for sensitive species, jurisdictional resources, and/or significant wildlife movement corridors for comparison against the existing sensitive habitat areas referenced in the general plan. As outlined below, the review will include an assessment of existing state and federal sensitive species databases, baseline natural resource documents prepared for the region, consultation with local experts, and results of public meetings. Following the detailed review of the outlined documents and determination of sensitive biological resource distribution within the Study Area, potential



effects of the preliminary updated General Plan “Plan” on these resources will be analyzed and appropriate mitigation measures proposed, as warranted. The analysis will also evaluate the relationship of local, state and federal multiple species conservation plan objectives and goals with those defined in the draft Plan, with an emphasis on the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP). Specifically, the biological resources background research review will include:

Identify Land Use and Biotic Habitats of the Planning Area. MIG proposes to assist with the review/preparation of a land use and updated habitat map identifying natural habitats such as annual grasslands, alluvial fan sage scrub, riparian habitat, and woodlands, etc. within the planning area. MIG does not propose to delineate all vegetation communities that may be present within the planning area. Instead, updated aerial photographs and field verification will be utilized (program-level assessment) to insure that all sensitive habitat areas and areas of potential biological significance identified in the existing general plan are accurately delineated and representative of all sensitive resources located within the Study Area.

Jurisdictional Waters. Jurisdictional waters of the Study Area consist of seasonal wetlands, natural drainages, and associated riparian vegetation. Jurisdictional waters occurring with the Study Area may be within the jurisdiction of the U.S. Army Corps of Engineers (USACE), the California Department of Fish and Wildlife (CDFW), the Regional Water Quality Control Board (RWQCB), and Western Riverside County Regional Conservation Authority (RCA). Various permits would be required for the construction of City infrastructure, residential subdivisions, and recreational facilities in such waters. MIG will map the general locations of jurisdictional waters within the planning area. A detailed jurisdictional delineation of such waters is not proposed. Such a delineation would be

appropriate for project-specific CEQA documents prepared under the umbrella of the City General Plan Update.

Special Status Species. Special status plant and animal species consist of those species that have been formally listed as state or federally threatened or endangered, candidates for such listing status, California species of special concern, MSHCP covered/ listed species, and plant species that have been listed as threatened, rare, or endangered by the California Native Plant Society. MIG will identify on a map of the Study Area areas already known to be inhabited by special status species, as well as other areas where state and federal resource agencies will presume such species occur based on habitat suitability.

Wildlife Movement Corridors. Natural drainage ways of the Study Area may arguably function as a wildlife movement corridor. MIG will make a concerted effort to identify areas that can reasonably be argued support regional movements of wildlife.

MSHCP. MIG will compile the existing data collected as part of the GP update for comparison with the MSHCP Criteria Area, Cell Group reserve design requirements (acreages, habitat types, connectivity), and existing RCA/PQP conserved lands. A Proposed Reserve Design will be developed to assist the City to remain in compliance with MSHCP conservation requirements. It will expedite project reviews within MSHCP Cells and Cell Groups and assist the City to determine if the project area is needed for inclusion in the proposed reserve. This will expedite HANS determinations, Consistency Analysis Reviews and lead to initial support from the RCA and wildlife agencies during Joint Project Review (JPR), which would supply the City with a credible and defensible guideline by which to process projects for consistency with the MSHCP.

Update Biological Resources Section of General Plan

Based on the results of the background research conducted, a summary report will be prepared. The primary objective of this report will be to inform the goals and objectives of the biological resources open space & conservation element section of the general plan update. Based on the information generated in Task 1, this report would identify existing biotic conditions of the planning area and would be illustrated with maps depicting landuse/biotic habitats, the general area of jurisdictional waters, known locations of special status species and their habitats, etc. It would assess the regulatory constraints associated with City growth in areas where sensitive biotic habitats, special status plant and animal species, jurisdictional waters, etc. occur.

Important considerations for this task will be to have a clear understanding of the relative distribution and abundance (or likely presence of the relevant resources) of sensitive biological resources. This can then be used to establish reasonable and attainable goals for identifying regions within the Study Area for open space and establishing conservation goals.

Biological Resources Technical Report - Environmental Impact Report

Once the general plan update has been developed, MIG will prepare the biological section of the EIR that will evaluate the adequacy of the general plan update. MIG staff will work closely with the City and the project team to prepare the biological resources section of the PEIR.

While the majority of the biological resources analysis conducted for the general plan update will be directly relevant to the preparation of an EIR for the plan, project specific analysis of open space and conservation elements will likely be warranted based on provisions included in the existing plan as well as results of community level meetings. As

proposed in the general plan update analysis, review of relevant natural resource documents will identify those regions of the draft plan that represent high inventory priority habitats, habitats for sensitive species, and/or significant wildlife movement corridors. Following the detailed review of the outlined documents and determination of sensitive biological resource distribution within the Study Area, potential environmental effects of actions proposed in the draft plan on these resources will be analyzed and appropriate mitigation measures proposed, as warranted. The analysis will also evaluate the relationship of local, state and federal multiple species conservation plan objectives and goals with those defined in the draft plan.

TASK 5 . NOTICE OF PREPARATION AND SCOPING MEETING

MIG will work in close collaboration with City Staff to prepare a Notice of Preparation (NOP), in accordance with Section 15082 of the State CEQA Guidelines. The NOP will serve to announce the City of Lake Elsinore's determination that a PEIR will be prepared, and to request comments concerning the scope and nature of issues to be addressed in the EIR. The NOP provides an opportunity for Responsible Agencies, Trustee Agencies, other governmental entities, and other interested parties to review the project, identify issues of concern, and to suggest approaches to avoid or reduce the potentially adverse effects of the proposed project.

We will also coordinate closely with City staff to prepare a distribution list for the NOP including affected federal, state and local public agencies and special districts, and any private organizations or other entities or individuals who have requested notification of CEQA projects. Following City sign-off on the NOP and the distribution list, release of the NOP will initiate a 30-day public review and comment period.



A scoping meeting will be held during the 30-day NOP public review period in accordance with 15082(c) of the CEQA Guidelines. MIG will participate in the meeting and make a PowerPoint presentation about the project and the CEQA environmental process. MIG will also assist the City in the setup, noticing, and coordination of the NOP Scoping meeting as a remote Zoom meeting or other appropriate remote meeting application. If desired by the City two scoping meetings could be held on the same day: one during the evening and one during the day. If the scoping meetings are held on different days, additional budget authorization would be necessary.

MIG will provide a written summary of comments received regarding the NOP and the PEIR during the NOP review period and the scoping meeting. MIG will reference these oral comments and the written comments related to potential environmental impacts and issues recommended to be included in the Draft PEIR.

Based on our understanding of the overall General Update program, our scope assumes that there will have been public workshop(s) and/or other community outreach meetings or events to introduce the public and interested public agencies to the land use plan and other content of the proposed General Plan Update, and therefore, at this point in the process substantial changes to the Project Description would be unlikely. Based on this understanding, our scope of work provides for minor refinements to the Project Description based on public input received on the NOP. If substantial revisions are made to the preferred land use plan or other elements of the proposed General Plan Update, they will trigger the need for a revised and recirculated NOP which, if it occurs, would require an increased budget authorization.

Deliverables:

1. Distribution List

2. Draft NOP and Final NOP (Electronic copies in PDF and MS Word formats)
3. Public scoping materials
4. Documented Public Scoping Comments in MS Word or Excel
5. Refined project description

TASK 6. ADMINISTRATIVE DRAFT PEIR AND MMRP

MIG will prepare an Administrative Draft of the PEIR (ADEIR) that provides a thorough and objective analysis of the potential environmental impacts of the proposed General Plan Update. The ADEIR will include the following components in accordance with CEQA requirements:

1. Introduction
2. Executive Summary
3. Project Description
4. Environmental Setting/Existing Conditions
5. Evaluation of Potential Environmental Effects (includes individual sections to review each issue areas – (i.e., Aesthetics, Noise, Land Use, etc.).
6. Significant Unavoidable Adverse Impacts
7. Significant Irreversible Environmental Changes
8. Growth-Inducing Impacts
9. Cumulative Impacts
10. Alternatives to the Proposed Project
11. References and Persons Consulted
12. Technical Appendices

The project description prepared under Task 3 will be included, as well as documentation of existing

conditions/setting. The proposed project will then be compared to existing conditions in order to determine project impacts for each issue area. For those instances where potential impacts will be significant, feasible, effective, enforceable, and practical mitigation measures will be crafted with the City to address such impacts.

Three alternatives will be developed and evaluated for the project. These alternatives will be based on the alternatives considered as part of the General Plan Update and will include the CEQA-required No Project Alternative. The alternatives will be compared to the proposed project to determine if they will reduce significant project impacts while still meeting most of the project objectives. A review of potential alternative sites and alternatives considered, but rejected as infeasible, will also be provided.

MIG will also prepare the Mitigation, Monitoring, and Reporting Program (MMRP) for all mitigation measures adopted as part of the PEIR to ensure the mitigation measures are effectively implemented. The MMRP will be in the City required matrix format which the City can use to track implementation and monitoring of the mitigation measures. Each mitigation measure will be included in the matrix, and responsibility for ensuring proper implementation will be identified along with the timing, method of verification, annotations for completion of the mitigation measure and document references.

The ADEIR and the MMRP will be submitted to the City for review and comment. MIG will address one round of consolidated comments on each document from the City.

Deliverable:

1. Administrative Draft EIR including Mitigation Monitoring and Reporting Program. Four (4) bound paper copies and electronic copies in PDF

and MS Word format.

TASK 7. PUBLIC REVIEW DRAFT EIR, CIRCULATION/ NOTICING

Following review and comment on the ADEIR by the City, MIG will prepare the public review Draft EIR, incorporating the revisions resulting from City comments under Task 6. Following the City's review and any final revisions, MIG will prepare a final "proofcheck" version of the DEIR. Following City review and approval of the proofcheck DEIR to verify all changes/revisions have been addressed, the public review Draft EIR will be ready for public circulation. MIG will prepare a Notice of Completion (NOC) for submittal to the State Clearinghouse (SCH) and will prepare a Notice of Availability (NOA) to be transmitted to other government and quasi-governmental agencies, special interest groups, and interested persons that have requested notification of environmental documents prepared for projects under City of Lake Elsinore review.

MIG will also post the NOA with the Riverside County Clerk, and prepare all SCH-required forms and transmittals. Circulation of the DEIR will initiate a mandatory 45-day public review period as required by CEQA.

Under this task we assume the City will publish the NOA in a local newspaper of general circulation and post it at the usual locations where planning actions are

announced to the public in accordance with the City's CEQA Guidelines. MIG will produce and distribute copies of the DEIR, via certified mail.

Deliverables:

1. Screen Check Draft EIR (electronic copy in MS Word format)



2. Draft EIR - Twenty (20) bound paper copies, Ten (10) CDs in PDF format, and electronic copies in PDF and MS Word formats)
3. Draft and Final Notice of Completion, Notice of Availability, and all forms required by the State Clearinghouse (Electronic copies in PDF and MS Word formats will be required).

TASK 8. RESPONSE TO COMMENTS/FINAL EIR

Following the close of the 45-day public review period, the City will transmit all written comments received to MIG. MIG will prepare an administrative draft of the Response to Comments/Final EIR (RTC/FEIR) document, which will include written responses to comments, addressing such comments with a reasoned analysis of issues raised. In some cases, responses may result in revisions to the text or exhibits contained in the DEIR, and such changes will be documented in the as part of the administrative draft RTC/FEIR.

The RTC/FEIR document will include: the comments on the DEIR and the responses to such comments (as discussed above); a list of entities commenting on the DEIR; an erratum to address corrections and clarifications to the DEIR and the MMRP. Technically under CEQA, the DEIR is also considered to be part of the Final EIR, although it is maintained as a separate volume.

It is difficult to predict the number or complexity of comments there will be on the Draft EIR. We have allocated approximately 210 hours of staff time, which is our best estimate of the time needed to complete this task. In the event that the allocated budget is exceeded due to the number, length, or complexity of the comments received, additional budget authorization may be needed.

The budget for this task allows for MIG to respond to one round of review/revisions of a consolidated

set of City comments on the administrative draft RTC/FEIR document. Following MIG revisions to the administrative draft RTC/FEIR in response to City comments, a final "proofcheck" version will be provided for final City approval. The RTC/FEIR would then be ready to transmit to the commenters, which must occur at least ten days prior to the City Council's decision on the project.

Deliverables:

1. Draft Response to Comments - an electronic copy in MS Word format required for a screen check.
2. Administrative Final EIR - one electronic copy in MS Word format required.
3. Final EIR including the Mitigation Monitoring and Reporting Program, Response to Comments and revised Draft EIR text and technical appendices that were revised in response to comments. Copies for the Final EIR - five (5) bound paper copies, 15 CDs in PDF format, and electronic copy in MS Word format.

TASK 9. FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS

In accordance with Section 15091 of the State CEQA Guidelines, the City must make specific findings regarding project impacts identified in an EIR. These findings relate to the significance of environmental impacts and the feasibility of mitigation and project changes. MIG will coordinate with the City's Legal Counsel as appropriate to prepare this document and submit a draft for one round of review and comment by City staff. MIG will also prepare a Statement of Overriding Considerations (SOC) if there are any unavoidable significant impacts and if the City determines that there are specific economic, social, or other considerations that override any unmitigated environmental effects.

Deliverables:

1. Draft and Final Findings of Fact and Statement of Overriding Considerations

TASK 10. NOTICE OF DETERMINATION

Within five business days of Certification of the EIR, MIG will prepare and file the Notice of Determination (NOD) with the Riverside County Clerk and the State Clearinghouse. Budget for this task does not include filing fees, including California Department of Fish and Wildlife fees.

Deliverables:

1. Draft and Final Notice of Determination - electronic copies in PDF and MS Word Formats.

TASK 11. PUBLIC HEARINGS

In addition to the project kick-off meeting and the NOP scoping meeting, we have allocated budget to prepare for and attend three public hearings for the approval of the project. These will be attended by the MIG Project Manager, another associate, (to take notes and provide support as necessary, and, if necessary, MIG technical lead staff. MIG will also assist City staff in the setup and coordination of Zoom meetings or similar remote access applications that may be necessary due to the COVID 19 Pandemic.

Deliverables:

1. Summary meeting notes
2. Hearing presentation preparation

TASK 12 . PROJECT ADMINISTRATION/ MANAGEMENT

MIG recognizes that frequent, immediate, and clear communication with the project team is essential to keep the project on track. This task includes coordination with City staff, telephone calls, preparation of monthly progress reports and invoices,

budget monitoring, monthly schedule update, quality control, and other project management and administrative tasks to ensure that the project stays within budget and schedule.

Key project staff will also be available for telephone consultation and team meetings throughout the duration of the project on any significant issues (or potential deviations) related to the project schedule, scope of work or fees. Our project manager will also attend monthly Project team meetings required by the RFP. We will prepare meeting agendas, action items, and meeting summaries in consultation with the City's project manager. In recognition of the COVID pandemic and in order to be cost effective we have assumed for budget purposes that three quarters of these meetings will be held remotely via Zoom or a similar remote meeting application.

Deliverables:

1. Monthly invoices, status reports, and project schedule updates (electronic and paper copies).
2. Meeting preparation materials
3. Meeting agendas
4. Meeting summary notes

(OPTIONAL) TASK 13. INTERSECTION FORECASTS & OPERATIONS ASSESSMENT

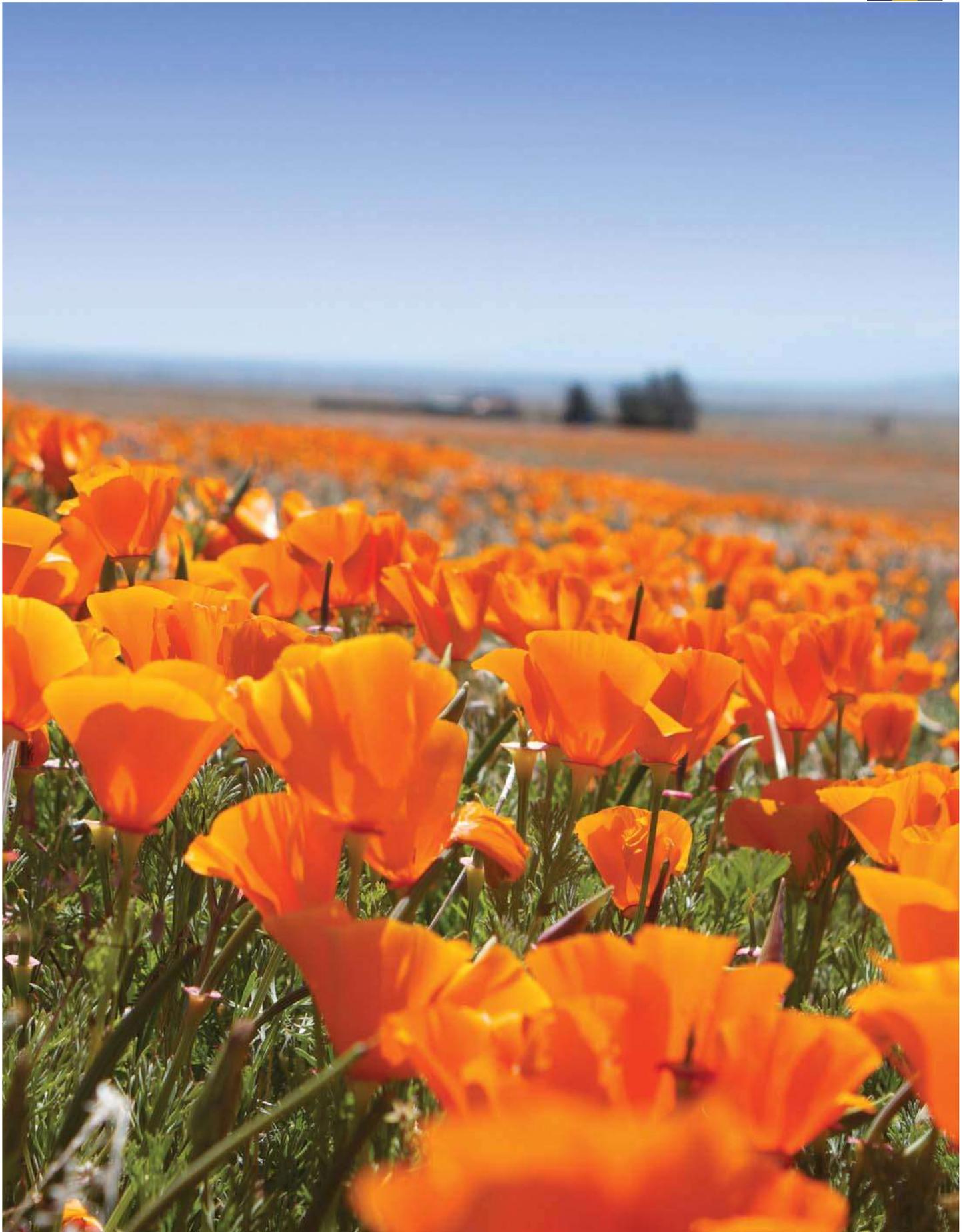
Fehr & Peers will review up to ten intersections during peak hour conditions under the proposed circulation element preferred scenario for comparative purposes and to assist in sizing critical infrastructure at buildout of the general plan. Fehr & Peers will prepare Existing Conditions, Future Year No Project (Adopted General Plan) and Proposed General Plan (Preferred Plan) scenario turning movement forecasts. We will prepare operations analysis to determine Level of Service (LOS) compliance with the general plan policy. We will prepare lane geometry recommendations and/or policy



changes for the intersections to meet the LOS policy. The task assumes data collection would occur after Summer 2022.

(OPTIONAL) TASK 14. CITYWIDE SYNCHRO NETWORK

Fehr & Peers will build from Optional Task 13 and other efforts in Lake Elsinore (Central Ave Interchange PAED, Lakeside Homes TIA, etc) to code all signalized intersections in City of Lake Elsinore into a master Synchro network. The deliverable would include AM and PM Synchro networks.





3 Project Management

PROJECT MANAGEMENT AND QUALITY ASSURANCE AND QUALITY CONTROL

As described in this section, MIG has several protocols and practices to ensure the City of Lake Elsinore is pleased with the technical quality and the project management of the preparation of the EIR and associated documents.

ONGOING PROJECT MANAGEMENT TASKS

MIG staff will maintain a strong and collaborative working relationship with City staff based on open, clear and frequent communications: this is essential to ensure that our work efforts on the EIR track closely with the City's work on updating the General Plan.

MIG will provide the City with the highest quality environmental technical documents and the most efficient and effective project management. To accomplish this:

- » The project schedule and deliverables will be confirmed and agreed upon with the City's Project Manager.
- » A communications protocol and internal review process will be confirmed.
- » Regular communication will be maintained with City staff via e-mail, monthly meetings and summary notes to provide a record of team agreements on responsibilities and deadlines and to ensure consistency of approach and messaging.
- » If any problems encountered may result in a delay in schedule the City Project Manager will be immediately informed so that such delay can be addressed.
- » Regular check-ins with the City's Project Manager for feedback on our processes and products to ensure any needed adjustments will be made as early as possible.
- » No documents will be shared outside the immediate project team without concurrence by the City's Project Manager.
- » Meeting/call outcomes, agendas and related work products will be reviewed and discussed in advance.
- » Monthly updates of the project budget and status of deliverables will be provided.
- » Materials for discussion at meetings will be provided by MIG in advance to allow for appropriate review time.

These proven practices will help ensure a positive work relationship for the preparation and processing of the PEIR.



BUDGET AND SCHEDULE ADHERENCE

Two key factors for a successful, cost-effective project are budget and schedule control. Proactive project management and client service are paramount to our success. Our strategies for successful budget and schedule control include: communication, advance planning, and early establishment (and communication) of agreed-upon scope, budgets, milestones, and deadlines for each task, taking into consideration report and review cycles required by the City and various other agencies and stakeholders involved. MIG's project manager, Bob Prasse, carefully monitors project costs and schedule on a regular basis to meet the agreed-upon budget and milestone deliverable due dates.

QUALITY ASSURANCE/QUALITY CONTROL

We place a strong emphasis on Quality Assurance / Quality Control (QA/QC) for all our work. Quality deliverables that are backed up by clear and accurate data are critical to the success of a project. Your credibility with stakeholders and the public depends upon timely, high-quality products. For this project, we will develop and implement a rigorous QA/QC program to ensure the integrity of deliverables. Prior to commencing work, MIG will create a detailed work plan and schedule that illustrates the project on a task-by-task basis, making clear the project's critical path, key deadlines and checkpoints, and the responsibilities of each team member. Regularly scheduled project team meetings are conducted to ensure work quality and the appropriate allocation of staff time and project resources. The project manager has an identified back-up staff member to handle urgent project issues or emergencies.

Our QA/QC process will include internal reviews and independent qualified technical reviews with procedures to define the following key elements:

- » Roles and responsibilities
- » QA/QC expectations and procedures
- » Production standards and style guides to provide consistency for the deliverables related to the EIR.
- » Independent Technical Reviews, Discipline Lead Reviews and Project Manager reviews of all work products prior to submittal to the City to confirm overall project accuracy and coordination
- » Maintenance of project schedule including QA/QC review intervals along with deliverable revision to address QA/QC comments
- » Procedures for consulting with QA/QC leaders not only at submittal milestones, but also during the preparation of internal draft sections of the EIR and related documents

While all staff are held responsible for the quality of their work, we will also utilize QA/QC reviewers. Our QA/QC reviewers will be provided supporting documentation and deliverables for their use in confirming elements of documents are coordinated. Once the QA/QC reviewer completes their review they will meet with team members responsible for preparing the deliverable.

4 Consultant Staff

With over 240 staff members nationwide, MIG offers a broad scope of environmental planning and permitting, design, communication, management, and technology services to public agencies and private clients. Our public agency clients include community development, building, planning, and public works departments, as well as special districts.

The MIG environmental team is comprised of experienced, knowledgeable, and talented environmental professionals who regularly work on a wide variety of CEQA and NEPA projects throughout Southern California. A brief profile of each team member is provided in this section, as well as an organization chart and individual resume

Our Team

PAM STEELE

Pam Steele will serve as the Principal-In-Charge for the City of Lake Elsinore. Pam has over 30 years of public sector planning experience, including entitlement processing, advanced planning projects, land use, policy planning and implementation, and CEQA project management. Working with our staff or the public, she can address conflict and challenges, finding intelligent and well-communicated solutions.

BOB PRASSE

Bob Prasse will serve as Project Manager/City Liaison for Environmental Services and brings over 30 years of experience in environmental planning. Bob has prepared numerous complex and controversial EIR's and other environmental documents. He has also prepared specific and general plans, and zoning ordinances. Bob's professional experience includes working for City, County and regional planning agencies as well as private sector developers.

KENT NORTON, AICP, REPA

Kent Norton has 42 years of experience in the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance for public and private sector clients encompassing transportation, aviation, public works, schools, parks, residential, recreational, and mixed-use land developments. He is a past state president of the Association of Environmental Professionals (AEP) in California and a member of the American Institute of Certified Planners (AICP).



CHRIS DUGAN

Chris Dugan has 12 years of experience planning, preparing, and managing environmental compliance documents required by local, state, and federal regulations, including air quality and greenhouse gas studies, health risk assessments, energy, noise, and vibration studies.

JON CAMPBELL, PHD

Jon Campbell has over 16 years of experience in biological services in conjunction with the implementation of environmental policies and compliance with local, state, and federal regulations. He is proficient at performing assessments of wetland function, jurisdictional delineations, general and focused biological surveys, and construction monitoring.

PHIL GLEASON

Phil Gleason specializes in the preparation of Air Quality, Greenhouse Gas, and Noise technical environmental analyses. He is also versed in the preparation of human health risk assessments using model data for toxic air contaminants and hazardous air pollutants.

CAMERON HILE

With over seven years of experience in CEQA, Cameron Hile will serve as Senior Analyst supporting our environmental planning group's development of a variety of environmental documents such as EIR's, Initial Studies, Negative Declarations, Mitigated Negative Declarations, EIR Addenda, and Air Quality Analyses.

RUBEN RAMIREZ

Ruben Ramirez has experience conducting focused habitat assessments, surveys and natural history research for federal and state listed flora and fauna for over 25 years throughout California. Research studies include arroyo toad upland habitat radio tracking and movement pattern characterization, population

monitoring for the San Bernardino kangaroo rat and Pacific pocket mouse, and population, post-fire studies, nest monitoring for the coastal California gnatcatcher.

Sub-Consultants

We have a positive relationship with many sub-consultants. For work with the City of Lake Elsinore we would utilize sub-consultants for Transportation/Traffic Services and for Water Supply Analysis. Our Transportation/Traffic Services sub-consultant is Fehr & Peers, and KWC Engineers is our sub-consultant for Water Supply Analysis. We have included staff bios and resumes in this section for our sub-consultants.

FEHR & PEERS

At Fehr & Peers, we are passionate about transforming transportation consulting through innovation and creativity. We derive inspiration by partnering with communities to understand and shape local transportation futures objectively tailored to diverse needs. Clients trust us to help them overcome barriers and uncertainty by combining our advanced expertise with curiosity, humility, and initiative to deliver implementable, data-driven solutions that reinforce community values. From the most straightforward to the most complex, we actively listen to client and community needs and handle every project with diligence and focus.

Fehr & Peers is uniquely qualified to assist the City. Our clients have appreciated our long-term commitments to the communities we serve, trusting us as their objective partners in transportation since 1985. Besides being the largest traffic engineering/transportation planning firm in the State, we have a local IE office which enables us to better understand the local context. Additionally, our project manager is an IE resident; again, increasing our commitment to the project and our understanding of the City.

Involved in hundreds of general plans throughout the

state, Fehr & Peers also has extensive local project experience to tier from. This includes our efforts on the County's General Plan Update and EIR, work on the SBCTA RCIS and Housing Element, and assisting in a variety of regional planning studies including work on the County's SB 743 TIA guidelines. This breadth of local experience, combined with our statewide resources, makes us uniquely qualified to assist the City with this effort.

JASON PACK, PE

Jason Pack began working for Fehr & Peers after receiving his degree in Civil Engineering from the University of California, Davis in 1999. He has worked on a wide variety of transportation projects, from general plans and specific plans to detailed corridor, interchange, and signal coordination studies. Additionally, he has applied or developed travel demand forecast models on over 50 projects in the State of California.

PAUL HERMANN, PE

Paul Herrmann has nine years of experience in transportation engineering and transportation planning at Fehr & Peers. Prior to Fehr & Peers, he worked at the City of Corona in the Traffic Engineering Department. Paul has led a wide variety of projects including traffic studies, infrastructure projects, travel demand forecasting, parking and circulation studies, and long-range development plans. He serves clients throughout Southern California with projects throughout the SCAG region. Paul is also an active member in the Fehr & Peers SB 743 Working Group and Safety Group which hold weekly discussions on evolving industry best practices.

KWC ENGINEERS

KWC Engineers has been in business for 39 years and is considered an S-Corporation. The KWC team consists of 32 experienced and talented professionals. KWC's corporate office is located in the Corona at 1880

Compton Avenue, Suite 100 while the newest office is located in Murrieta at 41391 Kalmia Street in Suite 320.

Since its founding in 1981, KWC has provided professional Civil Engineering and Surveying Consulting Services to public and private clients throughout Riverside County, San Bernardino County, LA County, Orange County, and Imperial County. The firm's long-term success is based upon the understanding of expectations and goals and by developing lasting relationships with our clients. Our experience allows us to quickly develop project strategies which meet the technical, economic and political needs of the project and stakeholders. KWC values critical thinking and the development of creative solutions in an effort to achieve our clients' vision.

KWC's team of professionals maintains a high level of commitment, enthusiasm, and experience in key areas to meet project requirements. We believe in building relationships with our clients based on trust, respect, and integrity of information. It is our goal to create a partnering process which encourages clear and open communication between all team members. Our collective experience, solid working relationship, technical abilities, and passion are the strength behind our team and the reason we deliver successful projects.

BRANDON BARNETT, PE, PLS

Brandon Barnett offers over 12 years of experience in civil engineering design and surveying practices and procedures, including the design and survey of critical infrastructure, mass grading improvements, roadways, water resources and water quality strategies, in addition to major land entitlements. As President, he interacts with clients and public agencies to manage and coordinate complex projects from conception through construction while managing budgets, schedules, overseeing design efforts, developing innovative solutions to field issues, and ensuring client satisfaction through clear, continuous and responsive



communication. Brandon also focuses his efforts in coordinating approvals and permits associated with public and quasi-public agencies such as Caltrans, Southern California Edison, Southern California Gas Co., flood control agencies, local water districts, and other approving agencies. He ensures projects are actively progressing, achieving milestones, and incorporating our core value of utilizing a Strategic Approach that meets the goals established at the beginning of each task order or project.

CRM TECH

CRM TECH is a California corporation and Small Business Enterprise that has been providing the full range of cultural resources management services to federal, state and local public agencies, environmental firms and private developers for more than 35 years. Services provided by CRM TECH include all phases of archaeological, paleontological, and historical investigations, including record searches; literature reviews; cultural resource elements of general plans, specific plans, and environmental impact reports; consultation with public agencies; Native American scoping; historical and ethnohistorical research; archaeological, paleontological, and historical surveys; recording archaeological resources; historic building documentation and evaluations; test phase excavations to evaluate the significance of archaeological and paleontological sites; document and archival research to determine the significance of historic-period sites; mitigation/data recovery site excavations; and monitoring of earth moving/heavy equipment operations in sensitive areas.

These services have been provided for a wide range of project types, including freeway and highway improvement projects, railroad improvements projects, bridge evaluations, large scale residential development ventures, downtown redevelopment projects, the cultural resource elements of master plans and general plans, and smaller-scale multi-family and single-family residential projects. Our research investigations have

been completed according CEQA, NHPA, and Caltrans guidelines, as needed. We use up-to-date technologies and keep up with the latest paradigms of the history, prehistory, and paleontology of the region.

Through the successful completion of thousands of cultural and paleontological resources studies in southern California and beyond, CRM TECH personnel have acquired expertise in California archaeology, history, architectural history, ethnography, anthropology, and paleontology. Project data, gathered via diligent scholarship and addressed through competent analysis and interpretation, is presented to the client in professional quality, legally defensible cultural resource compliance reports that are tailored to meet cultural resources compliance at all required levels. By developing efficient methods using up-to-date technologies, CRM TECH consistently completes projects in a timely manner and within the established budgets.

MICHAEL HOGAN

Michael Hogan has more than 30 years of cultural resources management experience. He has worked on some of the more important archaeological sites in Southern California. Additionally, he has been involved in the preparation and oversight of cultural resource management documents according to the requirements CEQA and NEPA.

THOMAS TANG

Tom Tang has over 28 years of cultural resources management experience, and is a recognized expert in California history and architectural history. He has authored, co-authored, and contributed to hundreds of cultural resource management documents subject to the guidelines and requirements of the NEPA, National Historic Preservation Act (NHPA) Section 106/4(f), and CEQA and CEQA-Plus.

Key Personnel Qualifications

Resumes for our key personnel follow this page.



Organization Chart





AREAS OF EXPERTISE

- » CEQA
- » Entitlements
- » Project Management

EDUCATION

- » UC Riverside
- » Brigham Young University

PROFESSIONAL AFFILIATIONS

- » National Association of Industrial and Office Professionals
- » American Planning Association
- » Urban Land Institute

Pam Steele

PRINCIPAL-IN-CHARGE

Pam Steele has extensive experience on “both sides of the counter” offering a full range of planning, environmental, and development consulting services to public agencies and private sector clients. Early in her 30-year career, she was a Building Department employee whose frequent interaction with planners shifted her path toward contributing to a project from beginning to end—from due diligence to entitlement and permit approval to occupancy. Having served as a Planning Director and as a development project manager, Pam’s strength lies in bringing people and perspectives together to create projects that provide public and private benefits. She has prepared and managed specific plans and amendments, community and master plans, and multi-layered environmental reviews and clearances for industrial, commercial, residential, and medical projects. Pam distills and articulates the needs of public agencies and private developers to foster collaboration and mutual understanding. In doing so, she helps them navigate the entire process to successfully achieve their common goals.

SELECTED PROJECT EXPERIENCE

- » City of Twentynine Palms Planning Director
- » City of Cypress Assistant Planning Director
- » City of Canyon Lake Planning Director
- » City of Murrieta Planning Staff
- » City of Diamond Bar Consultant Staff
- » City of Yucaipa Planning Staff
- » Some of the private sector projects she has managed are:
 - » Kaiser Commerce Center, a 540+ acre specific plan amendments and EIR for the clean-up and redevelopment of the former Kaiser Steel Plant in the Fontana area of San Bernardino County
 - » Crossroads Business Park Specific Plan amendments and build-out of a 280+ acre industrial business park in the City of Ontario
 - » Kaiser Permanente medical facilities and master plans in the cities of Fontana, Rancho Cucamonga, Colton, San Marcos, San Bernardino, and Victorville
 - » Senior assisted living projects, both new and expansions of existing facilities
 - » Expansion of an existing steel plant to improve air quality and safety measures
 - » Multiple General Plan and Specific Plan Amendments

AREAS OF EXPERTISE

- » Environmental Analysis
- » Urban Planning
- » Entitlement and Contract Planning
- » Land Use Feasibility

EDUCATION

- » MURP, University of Southern California
- » BS, Public Affairs (Urban Planning), University of Southern California

Bob Prasse

PROJECT MANAGER, DIRECTOR OF ENVIRONMENTAL SERVICES

Bob Prasse has extensive knowledge and expertise in urban planning and environmental analyses. A college class on the economics of environment peaked Bob's interest in the factors affecting the built environment, which led to a 35+-year career working with public agencies and developers throughout Southern California. With his analysis, communications, and writing skills, Bob helps clients anticipate and adjust to changing conditions while still meeting project goals related to general and specific plans, zoning ordinances, development reviews, and entitlement services. In addition, he has managed, prepared, and processed CEQA and NEPA documentation for a wide range of planning projects, including large-scale mixed-use communities, public facilities, general plans, retail centers, and warehouse/logistics complexes.

SELECTED PROJECT EXPERIENCE

- » City of Desert Hot Springs General Plan Update (GPU) EIR
- » City of Monterey Park General Plan Update EIR
- » City of Hesperia General Plan Update EIR
- » City of Cudahy General Plan Update EIR
- » City of Whittier General Plan Update EIR
- » City of Commerce General Plan Update EIR
- » City of Santa Fe Springs General Plan Update EIR
- » Smoky Hollow Specific Plan Program EIR, El Segundo, CA
- » Covina Town Center Specific Plan Program EIR, City of Covina
- » Arrow Highway Specific Plan Program EIR, Glendora, CA
- » The Preserve, Specific Plan and Program EIR, Chino, CA
- » Renaissance Specific Plan (Rialto Airport Reuse), Program EIR, Rialto, CA
- » Rancho Los Lagos Specific Plan Program EIR
- » Duke Realty Logistics Warehouse EIR, Redlands area of San Bernardino County, CA
- » Redlands Crossing Shopping Center (Walmart Store) EIR, Redlands, CA
- » Las Montanas Marketplace EIR, Indio, CA
- » Sares Regis Group -Chino South Industrial Park EIR, Chino, CA
- » Clay Street Business Park EIR, Pedley Area of Riverside County, CA
- » National Orange Show Industrial Project EIR, San Bernardino, CA
- » Sierra Industrial Warehouse EIR, Fontana, CA
- » High School #10 EIR, Chaffey Joint Union High School District, Ontario, CA
- » The Rialto Commerce Center (RCC) EIR, Rialto, CA



AREAS OF EXPERTISE

- » CEQA/NEPA
- » MNDs and EIRs for Warehouse Projects
- » Land Development
- » Project Management

EDUCATION

- » MS, Environmental Studies, California State University, Fullerton
- » BA, Biology, California State University, Fullerton

PROFESSIONAL AFFILIATIONS

- » Association of Environmental Professionals
- » American Planning Association

Kent Norton, AICP, REPA

SENIOR PROJECT MANAGER

Kent Norton has 42 years of experience in California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance for public and private sector clients encompassing transportation, aviation, public works, schools, residential, recreational and mixed-use land developments. He has authored and managed a wide variety of environmental compliance documents for projects ranging from an Initial Study/Mitigated Negative Declaration (IS/MND) for relocation of aviation uses at a regional airport, road widening and improvements, to a subdivision of 13,000 acres in the San Bernardino desert and the World Logistics Center Specific Plan EIR that addressed 41-plus million square feet of warehousing on 2,600 acres in the City of Moreno Valley. He is a past state president of the Association of Environmental Professionals (AEP) in California and a member of the American Institute of Certified Planners (AICP). In addition, he is a Registered Environmental Property Assessor (REPA) and has prepared dozens of Phase I Environmental Site Assessments.

SELECTED PROJECT EXPERIENCE

- » General Plan and EIR, Hemet, CA
- » General Plan and EIR, Diamond Bar, CA
- » Coldwater Canyon Reservoir EIR, Beverly Hills, CA
- » City of Arroyo Grande General Plan and GPEIR
- » Queen of the Valley Hospital Specific Plan EIR, West Covina, CA
- » General Plan EIR, Jurupa Valley, CA
- » World Logistics Center Specific Plan EIR, Moreno Valley, CA
- » Los Alamos Hills Master Plan and EIR for Park and School Facilities, Murrieta, CA
- » Marketplace at Main Street Project EIR, Corona, CA
- » West Fontana Logistics Center EIR, Fontana, CA
- » North Business Park Specific Plan EIR, Westlake Village, CA
- » Space Center Industrial Project EIR, Jurupa Valley, CA
- » Limonite Avenue Widening, Bain to Homestead IS/MND, Jurupa Valley, CA
- » Tentative Tract 33978 EIR319 Addendum No. 4, County of Riverside, CA
- » Gateway South Building 5 MND Addendum, San Bernardino, CA
- » Phase I Environmental Site Assessment, City of Hemet Site, Riverside County Flood Control and Water Conservation District, CA

AREAS OF EXPERTISE

- » Air Quality
- » Greenhouse Gas (GHG)
- » Noise Impact Analysis
- » CEQA
- » Environmental Analysis

EDUCATION

- » BS, Natural Resource Management
- » Cook College, Rutgers University, New Jersey

Chris Dugan

DIRECTOR OF AIR QUALITY, GREENHOUSE GAS, AND NOISE SERVICES

Christopher Dugan has more than 10 years experience planning, preparing and managing environmental compliance documents required by local, state and federal regulations, including the California Environmental Quality Act (CEQA), the National Environmental Policy Act, the Clean Air Act and the Occupational Safety and Health Act. He has served as CEQA project manager for industrial and municipal development projects and is particularly skilled at air quality, greenhouse gas, and noise impact analyses.

Chris is skilled in consulting with regulatory agencies and preparing the permit applications and other technical economic and environmental analyses necessary to obtain regulatory approvals from these agencies. He has developed and tailored emissions inventories using CalEEMOD, BGM, OFFROAD, etc., performed screening and refined dispersion modeling (e.g., SCREEN, AERMOD), and developed mitigation measures to control and reduce stationary, area, fugitive and mobile source emissions. Chris also plans and implements ambient and source-oriented noise measurements and monitoring in support of the CEQA review process.

SELECTED PROJECT EXPERIENCE

- » Desert Hot Springs General Plan EIR, Desert Hot Springs, CA
- » Duarte Station Specific Plan EIR, Duarte, CA
- » City of Menifee Professional Peer Review Services for Air Quality, Greenhouse Gas, and Noise Technical Analyses, Menifee, CA
- » Smoky Hollow Specific Plan EIR, El Segundo, CA
- » Monterey Park Focused General Plan Update EIR, Monterey Park, CA
- » Heart of Fairfield Specific Plan EIR, Fairfield, CA
- » Cudahy General Plan Update: 2040 EIR, Cudahy, California
- » Half Moon Bay Building and Garden Supply Concrete Batch Plant EIR, Half Moon Bay, CA
- » Walnut General Plan and West Valley Specific Plan EIR, Walnut, CA
- » San Mateo County Government Center Campus Development Project EIR and Construction Noise Monitoring, County of San Mateo, CA
- » Burlingame General Plan Update EIR, Burlingame, CA
- » Palo Alto Public Service Building EIR, Palo Alto, CA
- » Burlingame Climate Action Plan and General Plan Update EIR Addendum, Burlingame, CA



AREAS OF EXPERTISE

- » GIS
- » Biological Services
- » Environmental Policies

EDUCATION

- » PhD, Geography, University of California, Los Angeles
- » MS, Plant Biology, Southern Illinois University, Carbondale
- » BS, Environmental Biology, Taylor University, Indiana

REGISTRATIONS

- » California Rapid Assessment Method (CRAM)

Jon Campbell, PHD

SENIOR BIOLOGIST, DIRECTOR OF GIS AND BIOLOGY

Jon Campbell is an expert biogeographer who incorporates species identification, field surveying, and geographic information systems (GIS) to map and assess biological diversity for environmental policy and regulatory compliance. Jon's work combines his passion for the outdoors with his expertise in spatial data analysis to map vegetation communities, locate sensitive environmental resources, and model information critical to aid decision-making and problem-solving for a variety of planning and development projects. A former adjunct professor/lecturer at UCLA and Santa Monica College, his writing and presentation skills enable him to share highly complex technical and scientific information in clear, concise documents and graphics. His creativity and dexterity with new technology is channeled through the maps, visualizations, 3D views, and models he produces. Jon has traversed the country on projects involving local, state, and federal agencies, studying species and habitats from shoreline to mountain side. His breadth of knowledge and experience are valuable assets to clients and consultant team members in ensuring that projects can be implemented in environmentally-sensitive and responsible ways.

SELECTED PROJECT EXPERIENCE

- » General Plan Update. Desert Hot Springs, California. (2019-2020)
- » Krameria Residential Development Project. Moreno Valley, California (2019-present)
- » Agua Mansa Commerce Park Specific Plan and Brownfield Redevelopment Project, Jurupa Valley, California. (2016-present)
- » Regional Recreation Park Needs Assessment. Los Angeles County, California (2019-present)
- » Fogg & M Street Industrial Development Project, Colton, California. (2016-2018)
- » Laguna Niguel Regional Park Irrigation Repair. Laguna Niguel, California (2019-present)
- » American River Parkway Natural Resource Management Plan (NRMP). Sacramento County, California (2018-present)
- » San Marcos Creek Bridge Construction Monitoring. San Marcos, California (2019-present)
- » Cajon Junction Arroyo Toad Survey. Cajon Junction, California. (2019)
- » Magic Johnson Park Construction Monitoring. Los Angeles, California. (2019)
- » Wilderness Road Rapid Ecological Constraints Analysis (RECA). Running Springs, California. (2018).

AREAS OF EXPERTISE

- » Environmental Analysis
- » CEQA/NEPA
- » Noise Impact Analysis
- » Air Quality and Greenhouse Gas Analysis

EDUCATION

- » BS, Atmospheric Science, University of California, Davis, California

Phil Gleason**ENVIRONMENTAL ANALYST / NOISE STUDIES**

Phil Gleason specializes in the preparation of Air Quality, Greenhouse Gas, and Noise technical environmental analyses. Phil has prepared emissions estimates and CEQA impact assessments in accordance with U.S. EPA guidance (e.g. AP-42) and regional air agency permit handbooks. In his analyses, he often uses mass emissions modeling programs and emission factor databases as well as dispersion modeling programs for comparison of pollutant concentrations to ambient air quality standards. Phil is also versed in the preparation of human health risk assessments using model data for toxic air contaminants and hazardous air pollutants. In addition to his knowledge of air quality models and assessment techniques, Phil has also utilized the SoundPLAN noise modeling software to determine the significance of noise generated at industrial sites.

SELECTED PROJECT EXPERIENCE

- » Desert Hot Springs General Plan EIR, Desert Hot Springs, CA
- » Duarte Station Specific Plan EIR, Duarte, CA
- » City of Menifee Professional Peer Review Services for Air Quality, Greenhouse Gas, and Noise Technical Analyses, Menifee, CA
- » Smoky Hollow Specific Plan EIR, El Segundo, CA
- » Monterey Park Focused General Plan Update EIR, Monterey Park, CA
- » Hemet S2A Tesla Modular Factory Project: Air Quality, Greenhouse Gas, and Energy Technical Memorandum, Hemet, CA
- » Cudahy General Plan Update: 2040 EIR, Cudahy, California
- » YMCA of the Foothills Expansion Project: Air Quality and Climate Change Assessment, La Cañada Flintridge, California
- » Burlingame General Plan Update EIR, Burlingame, CA
- » Half Moon Bay Building and Garden Supply Concrete Batch Plant EIR, Half Moon Bay, California
- » Burlingame Climate Action Plan and General Plan Update Addendum, Burlingame, CA
- » San Mateo County Government Center Campus Development Project EIR and Construction Noise Monitoring, County of San Mateo, California
- » Commerce General Plan Update EIR (Ongoing), Commerce, CA
- » Palo Alto Public Service Building EIR, Palo Alto, CA
- » Whittier General Plan Update EIR (Ongoing), Whittier, CA
- » City of San Mateo General Plan Housing and Safety Element Update (Ongoing), City of San Mateo, CA



AREAS OF EXPERTISE

- » Environmental Analysis
- » GIS
- » Climate Change Analysis

EDUCATION

- » MA, Political Science, Colorado State University, Fort Collins, CO
- » MURP, California State Polytechnic University, Pomona, CA
- » BA, Political Science, San Diego State University, San Diego, CA

PROFESSIONAL AFFILIATIONS

- » American Planning Association
- » Association of Environmental Professionals
- » Cal Poly Pomona Graduate Planning Student Association

Cameron Hile

SENIOR ENVIRONMENTAL ANALYST

Cameron Hile is a Senior Analyst with more than seven years of CEQA experience working with private developers and municipal and county development services departments. He has completed CEQA documents for various residential, commercial, industrial, mixed-use, parks and recreation, and utilities projects as well as program-level documents such as Specific Plans and General Plan Updates. Cameron has conducted environmental analyses for projects within Orange County jurisdictions including Tustin, Costa Mesa, La Palma, Garden Grove, Seal Beach, and Huntington Beach. He has also conducted Third Party Review for projects in jurisdictions throughout Southern California, including Menifee, Rancho Cucamonga, Monterey Park, and Manhattan Beach.

SELECTED PROJECT EXPERIENCE

- » Tustin Downtown Commercial Core SP EIR, Tustin, CA
- » Flair Spectrum Mixed-Use EIR, El Monte, CA
- » Downey Parks and Recreation Park Renovation CEQA Analysis, Downey, CA
- » Costa Mesa General Plan Update EIR, Costa Mesa, CA
- » Rossmoor Health Club ISMND, Seal Beach, CA
- » San Gabriel Valley Water Company Plant M4 ISMND, Montebello, CA
- » La Palma 91 Corridor Billboard Overlay ISMND, La Palma, CA
- » La Palma Marlin Circle Digital Billboard ISMND, La Palma, CA
- » Huntington Beach Circulation Element EIR, Huntington Beach, CA
- » Toyota of West Covina ISMND, West Covina, CA
- » Outfront Media New Hope Digital Billboard ISMND, Garden Grove, CA
- » Junction at Menifee CEQA Peer Review Services, Menifee, CA
- » Krikorian Theatre CEQA Peer Review Services, Menifee, CA
- » Jack in the Box CEQA Peer Review Services, Menifee, CA
- » 4th and Utica Avenue Warehouse Peer Review Services, Rancho Cucamonga, CA
- » Monterey Park Marriot Hotel CEQA Peer Review Services, Monterey Park, CA
- » Gelson's Manhattan Beach Peer Review Services, Manhattan Beach, CA

AREAS OF EXPERTISE

- » Biological Services

EDUCATION

- » M.S., California State Polytechnic University, Pomona Biological Sciences, 2000
- » B.A., California State University, Fullerton Biological Sciences, 1993

REGISTRATIONS / CERTIFICATIONS

- » United States Fish and Wildlife Service Endangered and Threatened Wildlife Species Permit 780566-14
- » Coastal California Gnatcatcher, Pacific Pocket Mouse, San Bernardino Kangaroo Rat, Arroyo Toad, California Red-legged Frog
- » California Department of Fish and Wildlife General Scientific Collecting Permit 002243
- » County of Riverside Approved Biological Consultant. 2004
- » County of San Bernardino - Approved Biological Consultant. 2004
- » Marine Corps Base Camp Pendleton Approved Biological Monitor. 2006-2020

Ruben Ramirez**RESEARCH BIOLOGIST**

Mr. Ramirez has experience conducting focused habitat assessments, surveys and natural history research for federal and state listed flora and fauna for over 25 years throughout California. Research studies include arroyo toad upland habitat radio tracking and movement pattern characterization, population monitoring for the San Bernardino kangaroo rat and Pacific pocket mouse, and population, post-fire studies, nest monitoring for the coastal California gnatcatcher.

SELECTED PROJECT EXPERIENCE

- » Biological Surveys & Monitoring - Caltrans District 11
- » MSHCP Minor Amendment – City of Hemet
- » Riverside County DWR – 2020 On Call Contract
- » MSHCP DBESP, City of Lake Elsinore Highway 74 Project
- » San Diego River Tributary Canyons Project Trail Project – Biological Resources Study
- » Los Angeles County former SEATAC Prior member
- » Belle Terre MSHCP Consistency Analysis, County of Riverside
- » Pechanga Indian Reservation, County of Riverside
- » University Highlands, County of Riverside
- » MSHCP Reserve Design, City of Hemet
- » Gnatcatcher Post-Fire Research – CPMCB
- » Ramona Band of Cahuilla Indians, County of Riverside
- » Shearwater Creek, City of Temecula
- » Arbor Vista, City of Temecula
- » Wilson Creek Business Park, City of Yucaipa
- » Sky Mesa, County of Riverside
- » Center for Natural Lands Management, County of Riverside
- » Dripping Springs, County of Riverside



AREAS OF EXPERTISE

- » Transportation Engineering and Planning

EDUCATION

- » Bachelor of Science in Civil Engineering, University of California, Davis, 1999

REGISTRATIONS

- » Licensed Traffic Engineer, State of California (TR 2402)

PROFESSIONAL AFFILIATIONS

- » Institute of Transportation Engineers – Northern California Section Treasurer and Secretary
- » Urban Land Institute – Member of the OC/IE Sustainable Communities Initiatives Council (SCIC)
- » American Planning Association
- » American Public Works Association

Jason Pack, PE

PRINCIPAL AND TRAFFIC ENGINEER / / FEHR & PEERS

Mr. Pack began working for Fehr & Peers after receiving his degree in Civil Engineering from the University of California, Davis in 1999. He has worked on a wide variety of transportation projects, from general plans and specific plans to detailed corridor, interchange, and signal coordination studies. Additionally, he has applied or developed travel demand forecast models on over 50 projects in the State of California. Jason has had papers/presentations accepted to the TRB National Roundabout Conference, the ITE National Conference, and the California APA Conferences.

GENERAL PLAN EXPERIENCE

Jason has worked on a wide variety of General Plans throughout the state of California, as noted below. Most of these projects included Complete Street elements, extensive travel demand forecasting, and some level of multi-modal transportation assessment.

- | | |
|-------------------------|----------------------------|
| » City of Beaumont | » City of Rancho Cucamonga |
| » City of Corona | » County of San Bernardino |
| » City of Moreno Valley | » City of Westminster |
| » City of Redlands | » City of Palm Desert |
| » City of Carlsbad | » City of Cathedral City |
| » City of San Marcos | » Town of Yucca Valley |
| » City of Upland | |

CEQA/NEPA ASSESSMENT EXPERIENCE

Jason has completed transportation assessments for over 100 projects dictated by either CEQA or NEPA. Most recently, he leads the firm's SB 743 efforts. He was the Project Manager for the WRCOG SB 743 Implementation project which developed VMT threshold recommendations, traffic impact study guidelines template and a web-based screening tool for all WRCOG agencies, including Lake Elsinore.

Jason is also leading the RIVTAM travel demand forecasting model update that is bringing the model up to date and consistent with the 2020 SCAG RTP/SCS. Once complete, this model will be the most appropriate tool for developing VMT estimates in Lake Elsinore.

AREAS OF EXPERTISE

- » Transportation Engineering and Planning

EDUCATION

- » Bachelor of Science in Civil Engineering, California Polytechnic State University, Pomona, 2011

REGISTRATIONS

- » Traffic Engineer, State of California (TR2797)

GENERAL PLANS

Paul has worked on a wide variety of General Plans throughout the state of California, including:

- » City of Corona
- » City of Fountain Valley
- » City of Moreno Valley
- » City of Redlands
- » Town of Yucca Valley
- » City of Diamond Bar
- » County of San Bernardino
- » City of Ontario

These Projects included Complete Street elements, extensive travel demand forecasting, VMT assessment and some level of multi-modal transportation assessment.

Paul Herrmann, PE

ASSOCIATE, TRAFFIC ENGINEER / FEHR & PEERS

Paul Herrmann has nine years of experience in transportation engineering and transportation planning at Fehr & Peers. Prior to Fehr & Peers, Paul worked at the City of Corona in the Traffic Engineering Department. He has led a wide variety of projects including traffic studies, infrastructure projects, travel demand forecasting, parking and circulation studies, and long-range development plans. Paul serves clients throughout Southern California with projects throughout the SCAG region. He is also an active member in the Fehr & Peers SB 743 Working Group and Safety Group which hold weekly discussions on evolving industry best practices.

SB 743 & VMT ASSESSMENT

Paul has worked on a wide variety of VMT assessments for both GHG assessments and for SB 743 related CEQA assessments. Paul has experience running and processing results of travel demand forecasting models including RIVTAM, SBTAM and the SCAG Model. Paul has assisted multiple agencies, including Lake Elsinore's neighbors in Hemet, Moreno Valley, Menifee and Corona adopt thresholds of significance and updated their traffic impact study guidelines consistent with SB 743. Below is a list of notable VMT impact assessments Paul has led:

- » Central Park Master Plan EIR, Rancho Cucamonga
- » Beach Boulevard Specific Plan EIR, Anaheim
- » Section 31 Specific Plan, Rancho Mirage
- » Airport Industrial Business Park MND, Coachella
- » Westview Affordable Housing MND, Santa Ana
- » CHP Relocation EIRs, Norwalk & Pomona
- » Latitude Business Park MND, Corona
- » 201 W. PCH Mixed-Use MND, Long Beach
- » 14th St & Long Beach Blvd Affordable Housing MND, Long Beach

CEQA/NEPA ASSESSMENT

Paul has completed transportation assessments for over 50 projects dictated by either CEQA or NEPA. These included impact assessments to support negative declarations, transportation sections for EIRs, and transportation sections for EISs or joint EIR/EISs.



AREAS OF EXPERTISE

- » Civil Engineering
- » Surveying
- » Water Resource and Water Quality Strategies

EDUCATION

- » B.S. Civil Engineering, California State Polytechnic University, Pomona, California

REGISTRATIONS

- » California Professional Civil Engineer P.E. No.C78472
- » California Professional Land Surveyor P.L.S. No 9040
- » Hawai'i Professional Civil Engineer P.E. No.17972

Brandon Barnett PE, PLS

PRESIDENT AND CEO / KWC ENGINEERS

Brandon Barnett offers over 12 years of experience in civil engineering design and surveying practices and procedures, including the design and survey of critical infrastructure, mass grading improvements, roadways, water resources and water quality strategies, in addition to major land entitlements. As President, Mr. Barnett interacts with clients and public agencies to manage and coordinate complex projects from conception through construction while managing budgets, schedules, overseeing design efforts, developing innovative solutions to field issues, and ensuring client satisfaction through clear, continuous and responsive communication. Mr. Barnett also focuses his efforts in coordinating approvals and permits associated with public and quasi-public agencies such as Caltrans, Southern California Edison, Southern California Gas Co., flood control agencies, local water districts, and other approving agencies. Mr. Barnett ensures projects are actively progressing, achieving milestones, and incorporating our core value of utilizing a Strategic Approach that meets the goals established at the beginning of each task order or project.

SELECTED PROJECT EXPERIENCE

- » Alberhill Villages Specific Plan – Lake Elsinore, CA | 2005 – Present Pacific Clay Properties, Inc.
KWC Engineers provided civil engineering and land surveying services to Castle & Cooke for the preparation of the Alberhill Villages Specific Plan and Environmental Impact Report. The Project is located along the 15 Freeway within the City of Lake Elsinore, Riverside County. The Alberhill Villages Specific Plan (AVSP or Villages) is a blueprint for the development of a sustainable new community, at the northwestern gateway of the City of Lake Elsinore in southwestern Riverside County. The fully developed site of approximately 1,375 acres will provide 8,024 residential units, distributed over a wide variety of unit types and sizes. The plan also includes a University Town Center with 1,335,800 square feet of retail/community space, and medical/ office development. Additional mixed-use areas will be placed in two other strategic phased locations offering 974,500 square feet of retail and service uses.
- » City of Banning – Water Supply Verification | 2017 – Current
Overseer and reviewer for the preparation of several water supply verifications (WSV) for residential tracts of a master planned community in the City of Banning. Coordinated with KWC staff on the overall review and preparation of these water resources documents. Using DWR guidelines, calculated water use and determined required reduction goals. The KWC team presented findings to City staff prior to acceptance by City Council.

AREAS OF EXPERTISE

- » Archaeology

EDUCATION

- » "Section 106—National Historic Preservation Act: Federal Law at the Local Level," UCLA Extension Course #888
- » B.S., Anthropology, University of California, Riverside
- » Ph.D., Anthropology, University of California, Riverside.

REGISTRATIONS

- » Society for American Archaeology
- » Society for California Archaeology
- » Pacific Coast Archaeological Society
- » Coachella Valley Archaeological Society

REGISTRATIONS

- » Exceeds Secretary of Interior's Standards for Archaeology and Historical Archaeology
- » Principal Investigator since 2002
- » Permit Administrator, Principal Investigator, BLM Cultural Permit CA-19-11
- » Permit Administrator, Field Director, BLM Paleontological Permit CA-17-02P
- » Registered Cultural Resource Consultant, Riverside County No. 113

Michael Hogan PH.D., RPA

PRINCIPAL INVESTIGATOR/ARCHAEOLOGIST / CRM TECH

Michael Hogan has more than 30 years of cultural resources management experience. He has worked on some of the more important archaeological sites in southern California. Additionally, he has been involved in the preparation and oversight of cultural resource management documents according to the requirements of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

Michael Hogan has been involved in every type of cultural resource management project, including due diligence records searches, Phase I surveys, Phase II testing and evaluation programs, Phase III data recovery as mitigation programs, monitoring during earth-moving, master plan and general plan elements, Native American scoping, and ethnographic research. These types of projects have been completed for all types of development projects, including large scale residential subdivision projects; railroad, freeway, and highway improvement projects that cross numerous jurisdictional boundaries; downtown redevelopment projects; and smaller-scale multi-family and single-family residential projects. He has managed and been involved in the research for numerous large-scale projects in the counties of San Bernardino and Riverside, and in Los Angeles, Orange, San Diego, Ventura, Kern, and other counties. He has conducted research and managed large-and small-scale projects for the County of San Bernardino, the City of San Bernardino, SANBAG, the San Bernardino Valley Water District, Caltrans, the Bureau of Land Management, the Federal Communications Authority, the Los Angeles School District, the Victorville Water District, the Mojave Desert Resource Conservation District, the Victor Valley Wastewater Reclamation Authority, the Baldy Mesa Water District, the City of Victorville, the City of Adelanto, the City of Hesperia, the Town of Apple Valley, the City of Highland, Riverside County Transportation Department, and others.

SELECTED PROJECT EXPERIENCE

- » Identification and Evaluation of Historic Properties: Pleasants Peak Tower Replacement Project, Trabuco Ranger District, Cleveland National Forest, Orange County
- » Identification and Evaluation of Historic Properties: San Juan Creek Bridge Replacement Project, City of San Juan Capistrano, Orange County
- » Historical/Archaeological Resources Survey for the Hazelden Betty Ford Center Reconfiguration Project, City of Rancho Mirage, Riverside County



AREAS OF EXPERTISE

- » Architectural History

EDUCATION

- » Graduate Program in Public History/Historic Preservation, UC Riverside
- » M.A., American History, Yale University, New Haven, Connecticut
- » B.A., History, Northwestern University, Xi'an, China

REGISTRATIONS

- » Exceeds Secretary of Interior's Standards for Architectural
- » Principal Investigator since 2002
- » Registered Cultural Resource Consultant, Riverside County No. 114

Bai 'Tom' Tang, MA

PRINCIPAL INVESTIGATOR, PROJECT MANAGER, ARCHITECTURAL HISTORIAN, HISTORY/ CRM TECH

Tom Tang has over 28 years of cultural resources management experience, and is a recognized expert in California history and architectural history. He has authored, co-authored, and contributed to hundreds of cultural resource management documents subject to the guidelines and requirements of the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA) Section 106/4(f), and California Environmental Quality Act (CEQA) and CEQA-Plus.

Tom Tang has been involved in a wide range of project types, including freeway and highway improvement projects, railroad improvements projects, bridge evaluations, large scale residential development ventures, downtown redevelopment projects, the cultural resource elements of master plans and general plans, and smaller-scale multi-family and single-family residential projects. He has managed and been involved in the research for numerous large-scale projects in the counties of Riverside and San Bernardino, but has also done substantial work in Los Angeles, Orange, San Diego, Ventura, Kern, and other counties. He has conducted research and managed large and small-scale projects for Caltrans, the Bureau of Land Management, the Federal Communications Authority, the Los Angeles School District, the County of San Bernardino, the San Bernardino Valley Water District, the Victorville Water District, the Mojave Desert Resource Conservation District, the Victor Valley Wastewater Reclamation Authority, the Baldy Mesa Water District, the City of San Bernardino, the City of Highland, SANBAG, the Riverside County Transportation Department, and others. He has successfully brought to completion projects in most of the cities in southern California.

SELECTED PROJECT EXPERIENCE

- » » Identification and Evaluation of Historic Properties: Pleasants Peak Tower Replacement Project, Trabuco Ranger District, Cleveland National Forest, Orange County
- » Identification and Evaluation of Historic Properties: San Juan Creek Bridge Replacement Project, City of San Juan Capistrano, Orange County
- » Historical/Archaeological Resources Survey for the Hazelden Betty Ford Center Reconfiguration Project, Assessor's Parcel Nos. 685-270-017, 85-280-016, 685-280-017, and 685-280-028, City of Rancho Mirage, Riverside County

5 Consultant Qualifications and References

We have included our relevant experience and references in this section. We have also included references for our sub-consultants, Fehr & Peers and KWC Engineers. We invite the City of Lake Elsinore to contact our references.

MIG's Affirmative Action Policy

EQUAL OPPORTUNITY EMPLOYMENT STRATEGIES

It is the continuing intent and commitment of MIG to establish and follow personnel policies and practices consistent with applicable state and federal law, as well as with equal opportunity principles. MIG is committed to equal treatment and opportunity in all aspects, without regard to race, creed/religion, gender, gender identity or expression, color, age, national origin, ethnicity, disability, unemployment status, veteran or military status, sex, sexual orientation, pregnancy, marital status, citizenship status, or any other category protected under State and Federal law. MIG promotes equal opportunity in the recruitment, selection, training, transfer, layoff, compensation, promotion, and benefits of all our employees.

DISSEMINATION OF POLICY

MIG will take appropriate steps to ensure that all employees are advised of the policy of nondiscrimination and the commitment to actively and affirmatively provide equal employment opportunity. For example:

- » Other personnel in a position to implement this policy, including those engaged in recruiting, training, and other personnel activities will be fully advised of the policy and of their responsibilities with respect to enforcement.
- » MIG will communicate Affirmative Action policies in such media as in-house publications, notices on bulletin boards, employee handbooks, MIG's intranet, and orientation of new employees.

A copy of the Affirmative Action Plan will be made available on MIG's intranet to all employees who want to review the policy.

As Affirmative Action Officer for MIG, Roxanne Evanoff, has responsibility for coordination and implementation of the Affirmative Action Plan.



Use of DBE's in the Performance of This Work

While we often work with DBE/SBE/MBE firms, for this proposal we do not have DBE firms on our team. We are willing to add DBE firms to our team at a later date if deemed necessary.

Statement of Disclosure of any Actual, Apparent, or Potential Conflicts of Interest

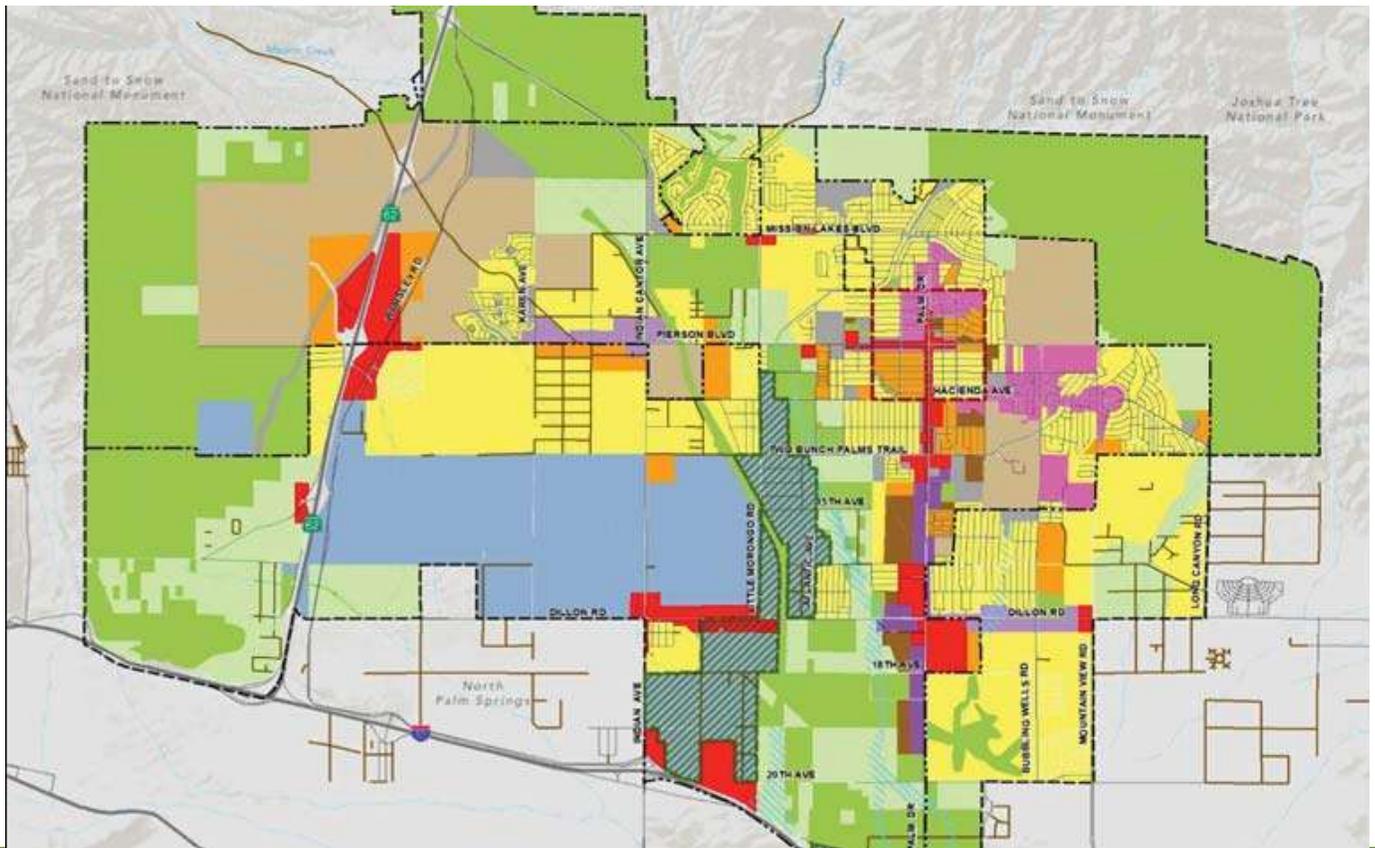
MIG, Inc., does not have any actual, apparent or Potential Conflicts of Interest with this proposal.

Relevant Experience

The project examples presented on the following pages highlight MIG's experience preparing CEQA/NEPA documentation—relevant to this assignment for the City of Lake Elsinore.

Below is a list of selected relevant experience. Detailed project information for the projects below is provided on the following pages.

- » El Segundo Smoky Hollow Specific Plan EIR
- » Cudahy General Plan Update EIR
- » Garvey Avenue Specific Plan and EIR
- » Poway Road Specific Plan Update and EIR
- » Monterey Park General Plan Update and EIR
- » Desert Hot Springs General Plan Update and EIR
- » Monrovia TOD Specific Plans and CEQA Documentation
- » Duke Realty Alabama and Palmetto Warehouse EIR
- » Covina Town Center Specific Plan EIR



Desert Hot Springs General Plan Update and EIR



CITY OF DESERT HOT SPRINGS, CA

MIG prepared the Desert Hot Springs 2040 General Plan Update and the associated Program EIR. The General Plan Update is intended to achieve the land use, transportation, housing, and other goals of the City that reflect the community's growth over the long-term. The 2040 planning horizon for the Planning Area is estimated at approximately 53,664 dwelling units, 136,402 residents, 20,349,704 square feet of non-residential uses, and 20,531 jobs. The General Plan Update addresses the seven State mandated general plan elements (land use, circulation, housing, safety, conservation, open space, and noise), and also includes two optional elements the Economic Development Element and the Health and Wellness Element. The updated General Plan establishes an overall development capacity and serves as a policy guide for determining the appropriate physical development, community services, and character of the entire Planning Area.

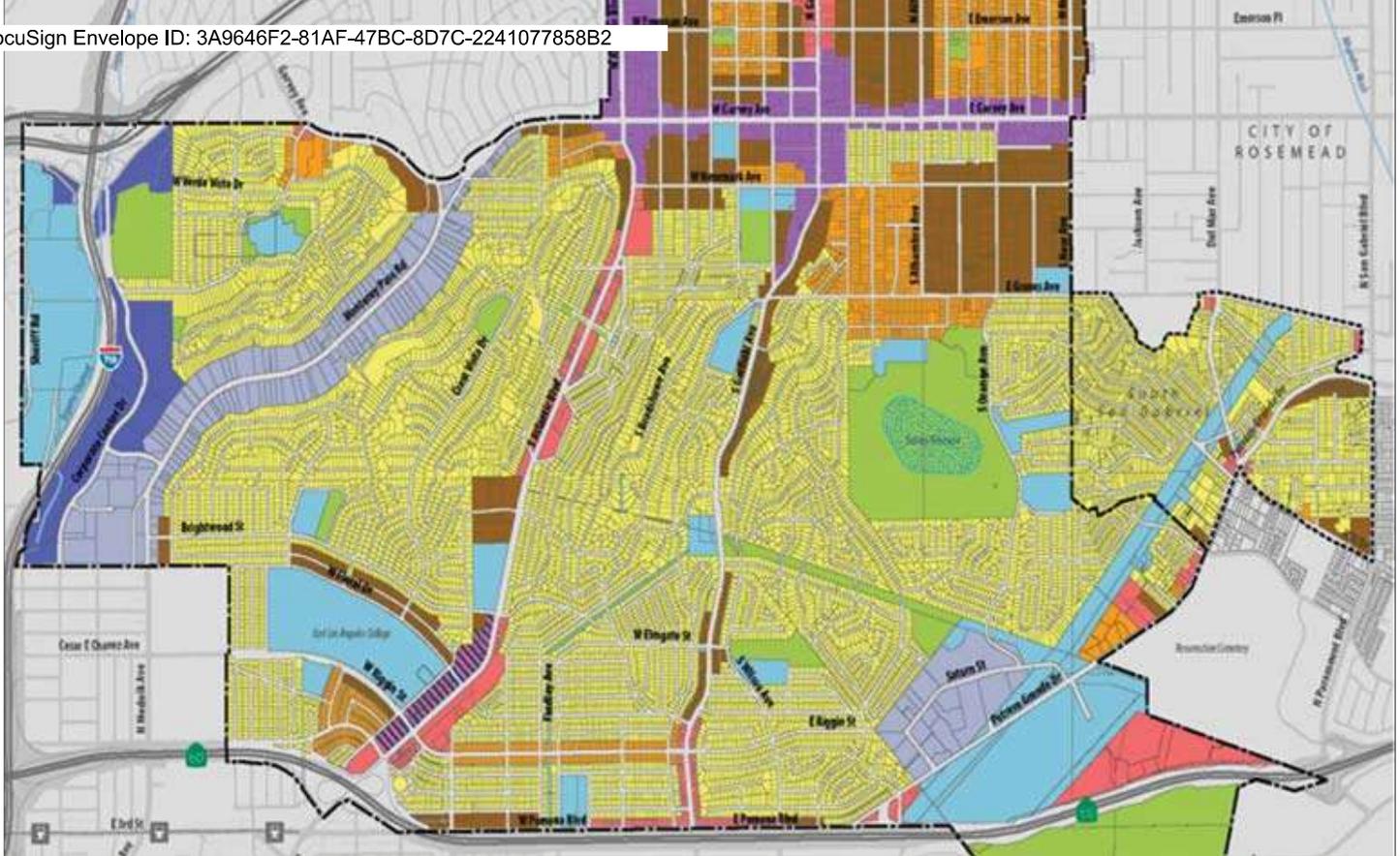
Project Duration: June 2019 – June 2020

Reference: Rebecca Deming, Community Development Director
65950 Pierson Boulevard
Desert Hot Springs, CA 92240

760-329-6411 | rdeming@cityofdhs.org

MIG Staff that Performed the Work:

Bob Prasse, Bill Spain, Kent Norton, Cameron Hile, Chris Dugan, Phil Gleason, Jon Campbell, Chris Purtell, Amy Paulsen



Monterey Park General Plan Update and EIR



CITY OF MONTEREY PARK, CA

MIG prepared General Plan Update and the associated Program EIR for a focused update to the General Plan consisting solely of revisions to the Land Use Element. The purpose of updating the Land Use Element is to ensure land use policies allow the City to attract investment and development consistent with its vision, and to facilitate economic growth and creation of new housing opportunities. Under the focused update, existing low-density residential neighborhoods would experience limited redevelopment activity given the built-out nature of Monterey Park and the fact that the amended Land Use Element would not change density limits in residential zones; accessory dwelling units would account for the limited level of growth. The General Plan was originally adopted in 2001, and the update would result in a potential increase of 3,816 dwelling units, 11,693 residents, 1,264,092 square feet of non-residential uses, and 2,730 employees.

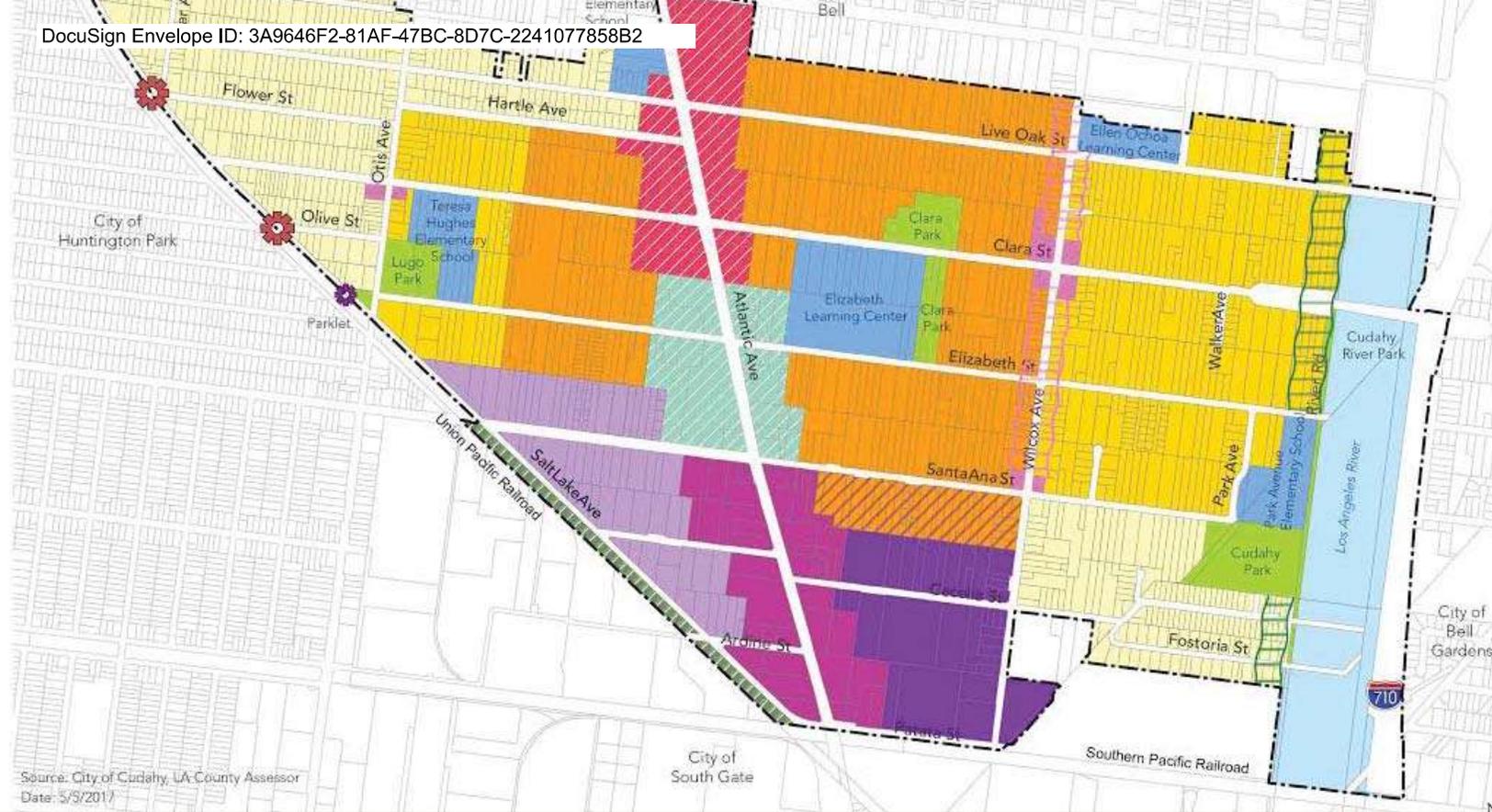
Project Duration: March 2019 – December 2019

Reference: Samantha Tewasart
Planning Manager
City of San Gabriel (Formerly with the City of Monterey Park)
425 S. Mission Dr.
San Gabriel, CA 91776

626-308-2806 Ext. 4623 | STewasart@SGCH.org

MIG Staff that Performed the Work:

Bob Prasse, Bill Spain, Cameron Hile, Chris Dugan, Phil Gleason, Jon Campbell, Chris Purtell, Amy Paulsen, Ray Pendro



Source: City of Cudahy, LA County Assessor
Date: 5/9/2017

Cudahy General Plan Update EIR



CUDAHY, CA

MIG prepared the Cudahy 2040 General Plan update and the associated Program EIR which was certified in March of 2018. The updated General Plan projected an increase by the year 2040 of 1,448 dwellings, roughly 1.8 million square feet of Commercial, 1.3 million square feet of Industrial and 0.7 million square feet of public/institutional uses. Major environmental issues addressed in the Program EIR included, air quality, greenhouse gas emissions, noise, and traffic. Since the requirements of SB 743 would be enacted within the plan's Year 2040 time horizon, the EIR employed early implementation of a vehicle miles travelled (VMT) methodology to assess project related traffic impacts.

Project Duration: June 2017 - September 2018

Reference: Salvador Lopez,
City of Cudahy
5220 Santa Ana Street
Cudahy, CA 90201

323-773-5143 | slopez@cityofcudahyca.gov

MIG Staff that Performed the Work:

Bob Prasse, Bill Spain, Cameron Hile, Chris Dugan, Phil Gleason, Laura Moran, Chris Purtell, Amy Paulsen



Smoky Hollow Specific Plan Update and EIR



EL SEGUNDO, CA

MIG prepared the Specific Plan Update and the associated EIR for Smoky Hollow, a 120-acre industrial and office district that was mostly developed in the 1950's and 1960's. The Specific Plan was originally adopted in 1986, and the update would increase the overall building area within the Smoky Hollow District from a little less than 2.5 million square feet to nearly 3 million square feet as the area redevelops over time.

The overall vision of the update is to establish land use, transportation, infrastructure, economic development, and urban design strategies to promote an eclectic incubator district providing opportunities for businesses to thrive in a creative, innovative, and dynamic environment.

The land use policies and regulations included in the update also facilitate a shift from existing Industrial uses to Research & Development and Office Uses, to better respond to market demand. The update also

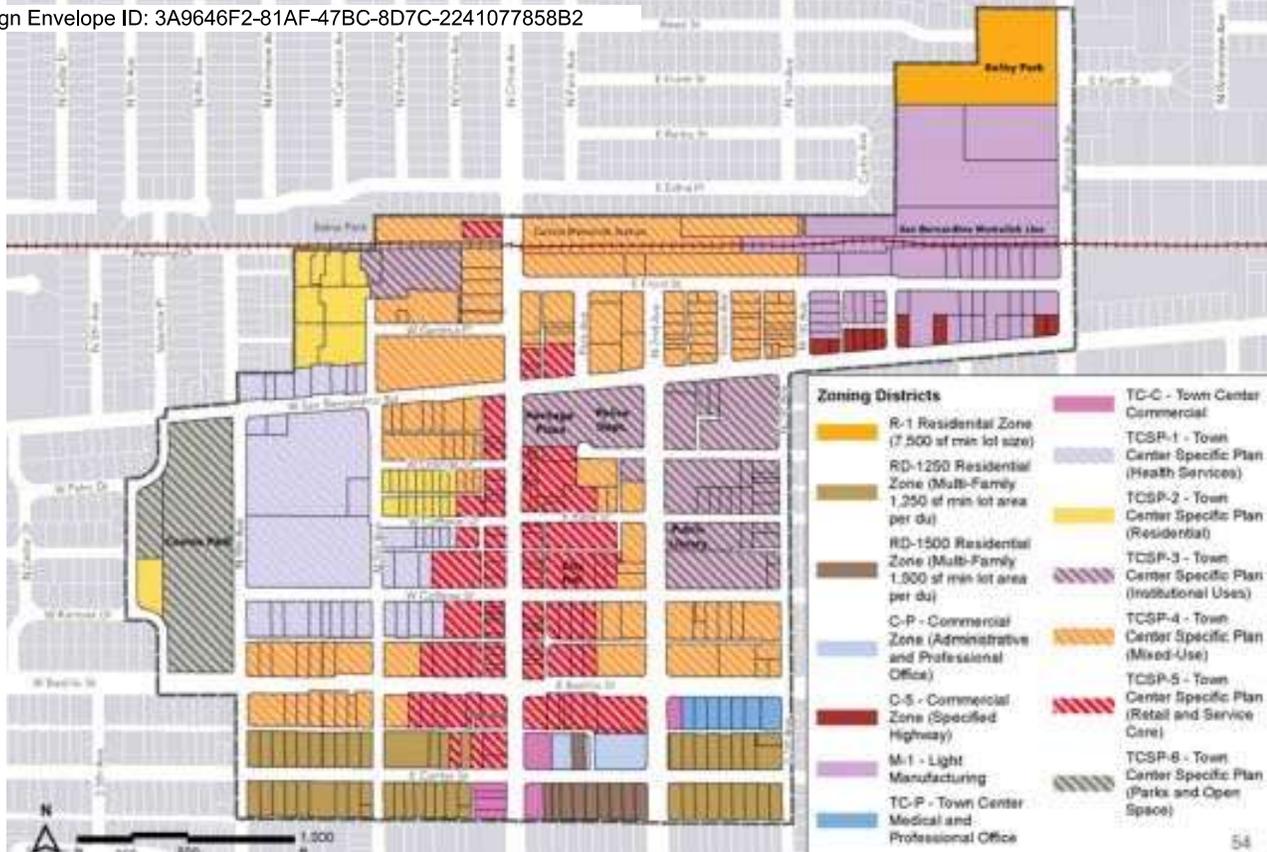
includes features designed to enhance streetscapes, expand pedestrian and cycling amenities, and increase on-street parking supply.

Key issues addressed in the EIR include historical resources, land use compatibility, noise, traffic and circulation air quality, and greenhouse gas emissions.

Project Duration: October 2014 - September 2018

Reference: Paul Samaras, AICP Principal Planner, City of El Segundo
350 Main Street, El Segundo, CA 90245
310-524-2340 | psamaras@elsegundo.org

MIG Staff that Performed the Work:
Bob Prasse, Bill Spain, Cameron Hile, Chris Dugan, Phil Gleason, Jon Campbell, Chris Purtell, Robert Templar



Covina Town Center Specific Plan Update and EIR



COVINA, CA

MIG was contracted to prepare the Specific Plan Update and the associated EIR for the Covina Town Center, a 236-acre area in the Civic Center portion of the City. The Specific Plan update would support a total net increase of approximately 448,800 square feet of non-residential uses, 259 additional new dwelling units, and 745 more residents over existing conditions. The overall vision of the update is to establish land use, transportation, infrastructure, economic development, and urban design strategies to revitalize the City core and streamline the development process while building upon the Metrolink's Covina Station assets. The Specific Plan update is an action-oriented plan that outlines specific land use and mobility opportunities within the Town Center, as well as new building forms' standards and guidelines. The Plan seeks to create

a memorable, accessible, and economically vibrant Town Center. Key issues addressed in the EIR included historical resources, land use compatibility, noise, traffic and circulation, air quality, and greenhouse gas emissions.

Project Duration: July 2018 - November 2019

Reference: Nancy Fong, AICP Community Development Consultant, City of Covina
125 E. College Street
Covina, CA 91723
626-384-5463 | nfong@covinaca.gov

MIG Staff that Performed the Work:

Bob Prasse, Bill Spain, Cameron Hile, Chris Dugan, Phil Gleason, Jon Campbell, Chris Purtell



Monrovia TOD Specific Plans and CEQA Documentation



MONROVIA, CA

MIG has prepared and is preparing several specific plans and the associated CEQA documentation for several mixed-use developments in Monrovia, including projects surrounding the Metro Gold Line station.

Parks at Station Square Specific Plan. This project entitled a 261 multi-unit housing project (MODA Apartments) abutting the north platform of the Metro Gold Line station. CEQA documentation consisted of an Addendum to the EIR prepared previously for the entire Station Square area. Project construction was recently completed, and this first new TOD development is now accepting new residents.

5th and Huntington Specific Plan. MIG prepared the Specific Plan and Initial Study/Mitigated Negative Declaration for a mixed-use development (recently completed) providing 154 luxury apartments, 1,340 square feet of retail, a leasing office, and common recreation and social areas on 2.86 acres. Key CEQA issues included neighborhood compatibility, shade/shadow, and impacts on recreation resources.

Station Square South Specific Plan. MIG prepared the Specific Plan and Initial Study/Mitigated Negative Declaration for a transit-oriented development adjacent to the Gold Line Station. The project includes creation of a new south platform access from Peck Road. The five-story building will contain 296 apartment and live/work units, plus public parking for the Gold Line. The CEQA analysis included a in-depth noise study (due to Gold Line proximity), viewshed studies, and a traffic study that in particular examined

impacts relative to a nearby elementary school.

Alexan Specific Plan. MIG is preparing a Specific Plan and EIR for Trammel Crowe to entitle a 392-unit apartment project north of the Metro Gold Line station. An EIR is required because the project also involves a General Plan amendment for the subject property and adjacent lands to change the designation from Industrial to Mixed Use TOD. Due to the proximity to I-210, the EIR scope includes a health risk assessment. Other key issues of concern are historic resources, traffic, and impacts on recreation resources.

Avalon Monrovia Specific Plan. AvalonBay proposes to construct a 154-unit apartment development in Old Town Monrovia, with the project to include 13 deed-restricted units for very-low-income households, with the entitlements taking advantage of State density bonus law. MIG prepared the Specific Plan and Initial Study/Mitigated Negative Declaration. Because the project involves a height bonus, issues examined in detail in the IS/MND included aesthetics and construction noise.

Project Duration: 2012 – Present

Reference

Sheri Bermejo, Planning Division Manager, City of Monrovia, 415 S. Ivy Avenue, Monrovia, CA 91016
626-932-5539 | sbermejo@ci.monrovia.ca.us

MIG Staff that Performed the Work:

Lisa Brownfield, Laura Stetson, Bob Prasse, Bill Spain, Cameron Hile, Chris Dugan, Phil Gleason, Jon Campbell, Chris Purtell, Michelle Wilson



Duke Realty Logistics Warehouse EIR



REDLANDS, CA

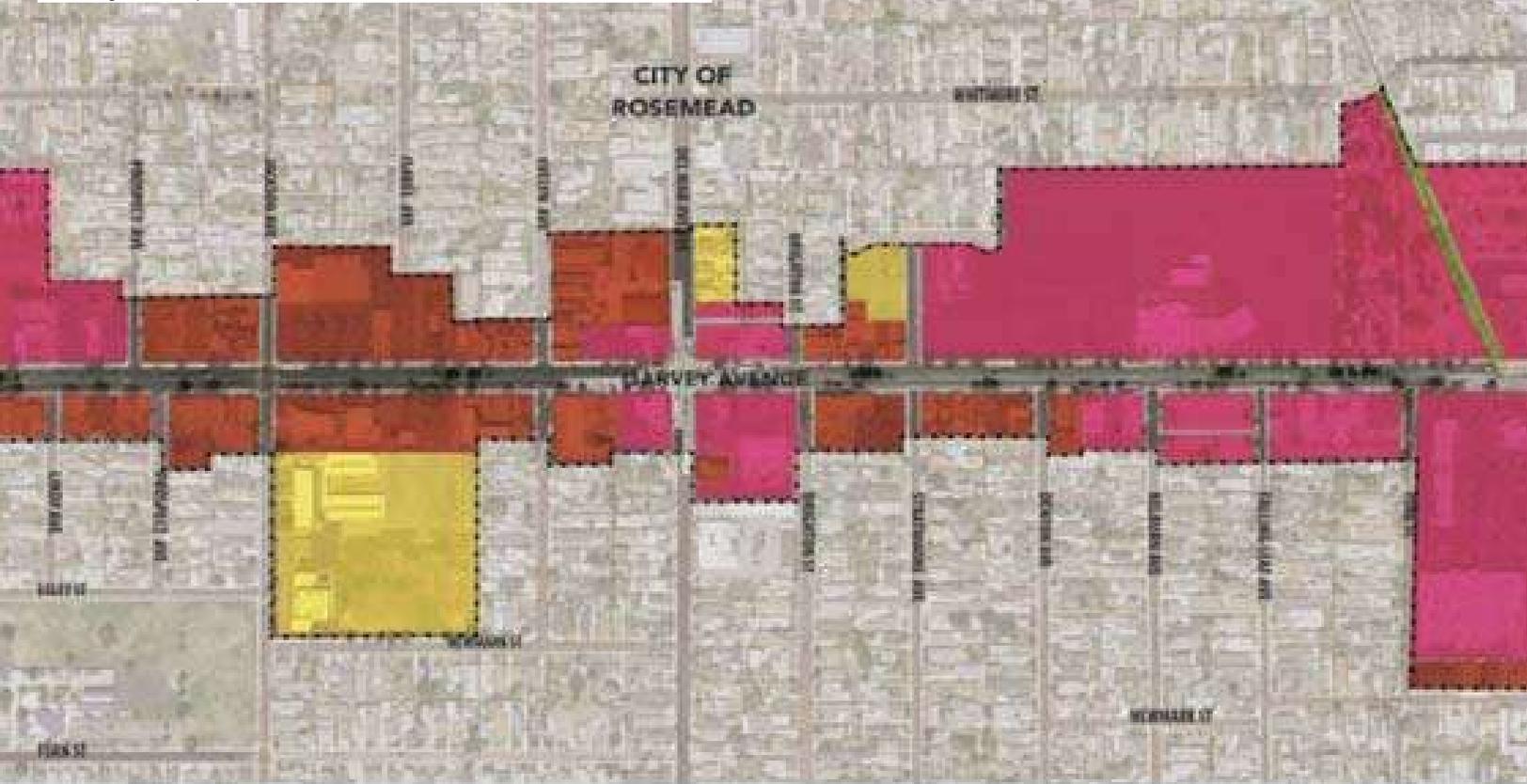
The Duke Realty Warehouse Logistics Center is a 1.2 million square foot building located on approximately 54.8 acres located at the northwestern corner of Alabama Street and Palmetto Avenue just south of the Santa Ana River. This project is in unincorporated San Bernardino County near the City of Redlands, California. MIG responsibilities included third party peer review of technical studies (air quality/greenhouse gases, biological resources, cultural resources and geotechnical/soils studies) as well as preparation and processing of the EIR. Key issues for this project included historical resources (agricultural irrigation flumes), potential sensitive species (burrowing owls and San Bernardino K-rat), traffic, air quality and health risk from diesel particulate matter (DPM).

Project Duration: December 2018 to December 2019

Reference: Aron Liang, Senior Planner
County of San Bernardino
385 N. Arrowhead Ave., 1st Floor
San Bernardino, CA 92415-0187
909-387-0235 | Aron.Liang@lus.sbcounty.gov

MIG Staff that Performed the Work:

Pamela Steele, Bob Prasse, Chris Purtell, Chris Dugan, Phil Gleason, Cameron Hile, Jon Campbell



Garvey Avenue Specific Plan and EIR



CITY OF ROSEMEAD, CA

MIG prepared the Specific Plan and associated EIR for the Garvey Avenue Corridor in the City of Rosemead. The Specific Plan identifies the long-term vision and objectives for land use development and public improvement along a 1.2-mile, 88-acre portion of Garvey Avenue in the western portion of the City. The plan establishes site planning, building, parking, architectural, and open space standards and guidelines for development. It is estimated that the plan will support development of over 1.18 million square feet (SF) of commercial development, 892 dwelling units (DU), and 0.77 acres of open space. The plan also identifies infrastructure needs for the Planning Area with respects to streets and parking, water supply and conveyance, wastewater conveyance and treatment, urban runoff, solid waste disposal, recreational facilities, schools, electricity, natural gas, and telecommunications. Finally, the Specific Plan identifies opportunity development sites including

the former LA Auto Auction Site, the West Gateway Specialty Retail Destination location, a collection of locations with similar development potential identified as "prototypical development opportunity sites," and the "Streetscape Redesign Opportunity Project" involving the design of public right-of-way enhancements.

Project Duration: February 2012 – February 2018

Reference: Lily Valenzuela, Planning and Economic Development Manager

City of Rosemead
8838 East Valley Boulevard
Rosemead, CA 91770
626-569-2142 | lvalenzuela@cityofrosemead.org

MIG Staff that Performed the Work:

Bob Prasse, John Kanlund, Cameron Hile, Chris Dugan, Chris Brown, Olivia Chan



Poway Road Specific Plan Update and EIR



CITY OF POWAY, CA

MIG prepared the Specific Plan Update and associated EIR for the Poway Road Corridor in the City of Poway. The Specific Plan identifies the long-term vision and objectives for land use development and public improvements along a 2.65-mile, 235-acre portion of Poway Road between Oak Knoll Road and Garden Road. The Specific Plan Update establishes new zoning districts and district boundaries, as well as updated site planning, building, parking, architectural, and open space standards and guidelines for development within the planning area. The plan provides new development standards and incentives to encourage reuse and reinvestment, particularly with regard to underutilized commercial and vacant properties. The plan also provides for public right-of-way improvements to better accommodate pedestrians and bicyclists. The update will result in the net new development of 260,000 square feet (SF) of commercial development and 1,148 net new dwelling units.

Project Duration: January 2017 – December 2017

Reference: Joseph Lim, Planner
13325 Civic Center Drive
Poway, CA 92064
858- 668-4600 | jlim@poway.org

MIG Staff that Performed the Work:
Bob Prasse, John Kanlund, Cameron Hile,
Chris Dugan, Chris Purtell, Chris Brown, Olivia Chan



FEHR & PEERS

Relevant Experience and References

CORONA GENERAL PLAN UPDATE & EIR

Fehr & Peers conducted the Transportation Impact Analysis and provided input into the Circulation Element for the Corona General Plan Update. This included updates to the citywide model and intersection analysis at signalized intersections throughout the City. Fehr & Peers advised the team on best practices related to SB743 and contributed to policy development. We updated the City's transportation impact study guidelines consistent with SB 743 and assisted the City in adopting thresholds of significance related to CEQA. We completed the traffic study for the EIR which included an SB 743 compliant VMT assessment for the buildout of the general plan.

Fehr & Peer Staff that Performed the Work:

Jason Pack (PIC), Paul Herrmann (PM), Ethan Sun (Modeling), Jessica Johnson (Planning)

Client: City of Corona

Project Duration: May 2017- July 2019

Reference: Rosalva Ureño, Senior Traffic Engineer
400 S. Vicentia Ave.
Corona, CA 92882
(951) 817-5708 | Rosalva.Ureno@CoronaCA.gov

SB743 IMPLEMENTATION PATHWAY

Fehr & Peers created a strategy and tools for WRCOG and local jurisdictions to implement SB 743 in Western Riverside County. We evaluated existing travel demand models, developed baseline VMT data, developed a series of VMT estimation methodologies and thresholds, and identified priority mitigation measures. We developed a tool to determine the options for VMT analysis and requirements depending on the project characteristics. We developed a series of case studies that applied the developed tool, methodologies, and thresholds.

Fehr & Peer Staff that Performed the Work:

Jason Pack (PIC), Jinghua Xu (QAQC), Andrew Scher (Modeling)

Client: WRCOG

Project Duration: April 2018 to September 2019

Reference: Chris Gray, Director of Transportation,
Western Riverside Council of Governments
3390 University Ave Suite #450,
Riverside, CA 92501
951.955.8304 | cgray@wrcog.us

RIVERSIDE COUNTY TRANSPORTATION ANALYSIS MODEL UPDATE

Fehr & Peers is assisting with the update to the Riverside County Transportation Analysis Model (RIVTAM) which, once completed, will be referred to as RIVCOM. The model is being updated to be consistent with the 2016 Southern California Association of Governments (SCAG) Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS) model at the model boundaries while adding local sensitivity to better forecast on local facilities. The model will be statically validated to average weekday and peak hour traffic volumes and regional vehicle miles traveled (VMT). The model will also be put through a dynamic validation exercise, to ensure that the model is appropriately sensitive to both land use and network changes. An extensive coordination and outreach effort is being undertaken with Riverside County jurisdictions to engage these communities and review trip generation, distribution, existing and future networks, and existing and future land use. Fehr & Peers' approach includes model specification, documentation and user training. The model will be a trip-based model and will include all required steps (auto availability, trip generation, trip distribution, mode choice, and highway assignment), with appropriately parsimonious segmentation into trip purposes (4-5 purposes), time periods, and household markets (3-5 segments).

Fehr & Peers Staff that Performed the Work Jason Pack (PIC), Jinghua Xu (PM), Ethan Sun (Modeling)

Client: WRCOG

Project Duration: September 2018 to On-going (Anticipated completion date Spring 2021)

Reference: Chris Gray, Director of Transportation, Western Riverside Council of Governments
3390 University Ave Suite #450,
Riverside, CA 92501
951-955-8304 | cgray@wrcog.us

KWC Engineers

Relevant Experience and References

WATER SUPPLY VERIFICATION FOR BUTTERFIELD TENTATIVE TRACT NO. 37298

KWC prepared multiple Water Supply Verifications (WSV) to be in compliance with Senate Bill 221 of 2001 for the Butterfield Tentative Tract No. 37298. A Water Supply Assessment (WSA) had been previously prepared for Butterfield Specific Plan in 2011 and supported this work effort. The proposed subdivision is an approximately 199-acre development near the intersection of Highland Springs Road and Wilson Street in the City of Banning. The initial subdivision consisted of 360 single family homes, a multi-family residential complex, two commercial developments, an elementary school, public parks and a lake.

KWC Engineers Staff that Performed the Work:

Brandon Barnett, Victor Elia, Heather Wiebe

Client: City of Banning

Project Duration: 2017 - Present

Reference: Luis Cardenas, PE - Senior Civil Engineer – Water and Wastewater, City of Banning
99 E. Ramsey Street
Banning, CA 92220
951-922-3143 | lcardenas@ci.banning.ca.us

CORONA RECLAIMED WATER MASTER PLAN

KWC prepared the Corona 2017 Reclaimed Water Master Plan which is scheduled to be completed by the end of October, 2017. The plan focuses heavily on the economic viability of system expansion, including (1) a detailed valuation comparing reclaimed water for direct sale of reclaimed water with recovery of reclaimed water through indirect potable reuse (IPR) and (2) city-centered cost-benefit analysis (CBA). Project evaluation is based on the CBA with compares estimate implementation costs with the sum of state grants, state low interest loans, regional incentives, customer and developer contributions, and the incremental reduction in extraction and treatment costs associated with IPR. The plan identifies capital projects centered on the City's membership in the Western Riverside County Regional Wastewater Authority (WRCRWA) which involves use a regional facility as a source of supply and the decommissioning of the smallest of the City's three water reclamation facilities. Other recommendations include implementation of a supply management system, operational control over City and school district irrigation demand, redundant transmission infrastructure, and integration of the water and reclaimed water systems to support fire flow and other emergency conditions. System integration served as a case system for a white paper entitled Application of Just-in-Time Inventory Management Strategy to Reclaimed Water Distribution as a Cost Reducing Measure to Improve Viability of Project Implementation, KWC staff presented at the AWWA 2018 Sustainable Water Management Conference in Seattle next year. InfoWater and ArcGIS were used extensively in the analysis and evaluation processes for the plan.

KWC Engineers Staff that Performed the Work:

Brandon Barnett, Heather Wiebe

Client: City of Corona

Project Duration: 2017-2018



Reference: Tom Koper, Acting Public Works Director,
ADA Coordinator, City of Corona
400 South Vicentia Avenue
Corona, CA 92882
(951) 736-2266 | Tom.Koper@CoronaCA.gov

COUNTRY CLUB HEIGHTS

KWC recently designed waterline replacement improvement plans for seven (7) sites in older neighborhoods with existing narrow, hilly, curved streets to improve the hydraulic looping and connectivity of the water system. Work effort included research, preliminary alignment study, potholing, final plans, Jack and Bore plans, cost estimate and specifications. Project was design to disrupt water service to customers for less than 2 hours. This proposed project is very similar to the Country Club Heights project.

KWC Engineers Staff that Performed the Work:
Brandon Barnett, Victor Elia, Heather Wiebe

Client: Elsinore Valley Municipal Water District

Project Duration:: 2016

Reference: Matthew Bates – Engineering Manager,
Elsinore Valley Municipal Water District
31315 Chaney Street
Lake Elsinore, CA 92530
(951) 674-3146 Ext. 8208 | mbates@evmwd.net

CRM TECH

Relevant Experience and References

HISTORICAL/ARCHAEOLOGICAL RESOURCES SURVEY FOR THE HAZELDEN BETTY FORD CENTER RECONFIGURATION PROJECT, ASSESSOR'S PARCEL NOS. 685-270-017, 685-280-016, 685-280-017, AND 685-280-028,

For submittal to the Development Services Department, Planning Division, City of Rancho Mirage, 69-825 Highway 111, Rancho Mirage, CA 92270; (760) 328-2266.

CRM TECH performed a cultural resources survey on approximately 26.22 acres of mostly developed land in the City of Rancho Mirage, Riverside County, California. The subject property of the study consists of a portion of the existing Hazelden Betty Ford Center compound and approximately 6.5 acres of vacant land on adjacent properties. The project area is located on the north side of Roxbury Drive and the west side of Vista Del Sol.

CRM TECH conducted a historical/archaeological resources records search, pursued historical background research, contacted Native American representatives, and carried out a systematic field survey of the project area. As a result of these research procedures, a late-historic-period building foundation with scattered refuse was found in northeastern corner of the project area and recorded into the California Historical Resources Inventory. The site was determined to represent the remains of a so-called "jackrabbit homestead," a common feature in the southern California desert region, that was established around 1960. As a common feature in the area and dating only to the 1960s, it was determined that the site does not appear to meet any of the criteria for listing in the California Register of Historical Resources.

CRM Tech Staff that Performed the Work: Bai "Tom" Tang and Michael Hogan

Project Duration: 2019

Reference: John Criste, Terra Nova Planning and Research, Inc., 42635 Melanie Place, Suite 101, Palm Desert, CA 92211

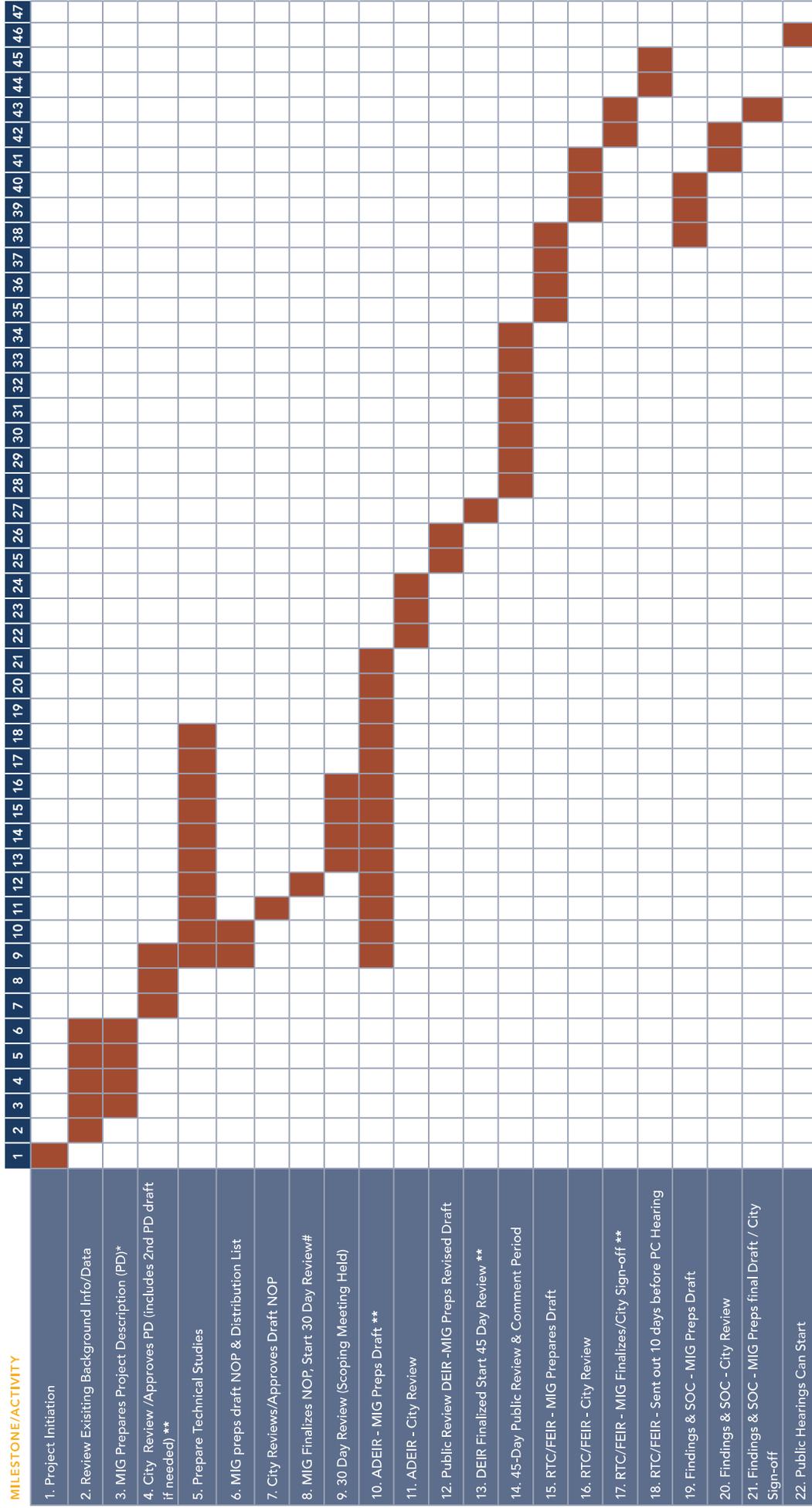
(760) 341-4800 | jcriste@terranovaplanning.com

6 Key Personnel

We have addressed the items in this section in Section 3 Technical Approach and Section 8 Project Schedule.

7 Schedule of Services

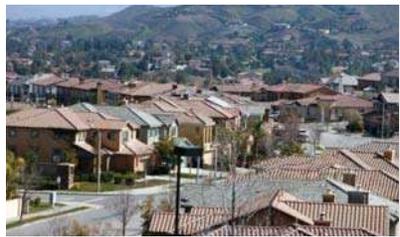
Weeks



Schedule Assumptions: * Assumes a stable project description (preferred land use plan, etc.) has been developed and provided to MIG by the end of week 3. ** Denotes Project Milestone. Project meetings will be held once a month in accordance with the RFP. Estimated City review turnaround times are sufficient. The Project Description will remain stable. Substantive changes to the project description could result in schedule slippage.



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CITY OF LAKE ELSINORE

2nd REVISED 04/11/2022 - Cost Proposal for Professional Services – City of Lake Elsinore General Plan Update Environmental Impact Report

In association with: FEHR & PEERS | KWC ENGINEERS | CRM TECH



1650 SPRUCE STREET, SUITE 106 | RIVERSIDE, CA 92507

951-787-9222 | WWW.MIGCOM.COM

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Cost Proposal

The MIG Team provides here our hourly rates for proposed staff, costs by task, and total project cost to complete our proposed Scope of Work for the City of Lake Elsinore. Our budget of \$475,243 includes the preparation of a Draft EIR, a Final EIR, attendance at meetings and public hearings, and the preparation of other related documents and notices required for compliance with CEQA. Please see the following page for a detailed breakdown. This proposal is valid for 90 days.

HOURLY RATE

Professional time is billed according to the hourly rates as presented in the Budget Proposal table. Project costs are incurred as professional time costs associated with the performance of project tasks. The proposed hours and associated professional time costs for MIG team members are provided, by task, in the table, as well as the total subconsultant costs per task.

DIRECT COSTS

Direct costs or project expenses such as photocopying (large-quantity), plotting and printing (b&w, color) are charged at cost to us. The cost of communications including long-distance telephone (excluding cell phones), facsimile, postage, courier, and other delivery costs are charged at cost to us. The mileage charge for personal autos will be the currently applicable mileage rate established by the Internal Revenue Service. All other travel expenses such as accommodations, parking, tolls, etc. are charged at cost to us.

Should we be selected, it is MIG's intention to review each task's objectives carefully with City staff, and we will tailor our scope and cost to best meet the needs and resources of the City of Lake Elsinore.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549 License#: 6003745 MIGINC0-01	CONTACT NAME: The Certificate Team PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Berkley Insurance Company</td> <td>32603</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER C: The Travelers Indemnity Company of Connecticut</td> <td>25682</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Berkley Insurance Company	32603	INSURER B: Travelers Property Casualty Company of America	25674	INSURER C: The Travelers Indemnity Company of Connecticut	25682	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 156141863** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____	Y	Y	6801H899998	8/31/2021	8/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA0S579947	8/31/2021	8/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP0H758762	8/31/2021	8/31/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB2L553909	8/31/2021	8/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability	N	Y	AEC904725003	8/31/2021	8/31/2022	Each Claim \$5,000,000 Annual Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Umbrella Liability policy is a follow-form underlying General Liability/Auto Liability/Employers Liability.

Project Name: Lake Elsinore - GPU EIR Professional Services

the City of Lake Elsinore and its officers, employees, servants, volunteers and agents and independent contractors, including without limitation, the City Manager and City Attorney are named as Additional Insured as respects General and Auto Liability as required per written contract or agreement. General Liability and Auto Liability are Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached. 30 Days Notice of Cancellation

CERTIFICATE HOLDER **CANCELLATION 30 Days Notice of Cancellation**

City of Lake Elsinore Attn: City Manager 130 South Main Street Lake Elsinore CA 92530	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

Location And Description Of Completed Operations

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

COMMERCIAL GENERAL LIABILITY**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:
- For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
- Sale Of Pharmaceuticals**
- "Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.
5. The following is added to the **DEFINITIONS** Section:
- "Incidental medical services" means:
- Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
 - The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:
- This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
- \$10,000; or
 - The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- "Bodily injury" or "property damage" that occurs; or
- "Personal and advertising injury" caused by an offense that is committed; subsequent to the signing of that contract or agreement.

Policy: BA0S579947

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE in the BUSINESS AUTO COVERAGE FORM and Paragraph e. in A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE in the MOTOR CARRIER COVERAGE FORM, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

Policy#: BA0S579947

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

PROVISIONS

- 1.** The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

- 2.** The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: UB2L553909

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insurance Company
Travelers Property Casualty Company of America

Countersigned by _____

BUSINESS LICENSE

This business license is issued for revenue purposes only and does not grant authorization to operate a business. This business license is issued without verification that the holder is subject to or exempted from licensing by the state, county, federal government, or any other governmental agency.

Business Name: MOORE IACOFANO GOLTSMAN, INC.

Business Location: 800 HEARST AVE
BERKELEY, CA 94710-2018

Owner Name(s): MOORE IACOFANO GOLTSMAN, INC.

MOORE IACOFANO GOLTSMAN, INC.
800 HEARST AVE
BERKELEY, CA 94710-2018

CITY OF LAKE ELSINORE

Administrative Services - Licensing

130 South Main Street, Lake Elsinore, CA 92530
PH (951) 674-3124

BUSINESS LICENSE NO. 024843

Business Type: CONSULTING SERVICES

Description: PROFESSIONAL CONSULTANT/SERVICES
IN PLANNING

Issue Date: 2/1/2022

Expiration Date: 1/31/2023

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>

TO BE POSTED IN A CONSPICUOUS PLACE

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