

18) **Amendment No. 1 to the Professional Services Agreement with Environment Planning Development Solutions, Inc.**

Approve and authorize the City Manager to execute Amendment No. 1 to the Agreement for Professional Services with Environment Planning Development (EPD) Solutions, Inc. for additional services to prepare California Environmental Quality Act (CEQA) compliance documents for a total contract amount not to exceed \$111,328, in such final form as approved by City Attorney.

**AMENDMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES**

ENVIRONMENT PLANNING DEVELOPMENT SOLUTIONS, INC.

**ENVIRONMENTAL DOCUMENTATION FOR THE LAKESHORE DRIVE CONDOMINIUM
PROJECT**

This Amendment No. 1 to Agreement for Professional Services ("Amendment No. 1") is made and entered into as of _____, by and between the City of Lake Elsinore, a municipal corporation ("City"), and Environment Planning Development Solutions, Inc. dba EPD Solutions, Inc., a California Corporation ("Consultant").

RECITALS

A. The City and Consultant have entered into that certain Agreement for Professional Services dated as of March 22, 2022, (the "Original Agreement"). Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

B. The Original Agreement provided for compensation to Consultant in an amount of eighty nine thousand eight hundred forty dollars (\$89,840).

C. The parties now desire to modify the scope of services and increase the compensation in an amount of twenty-one thousand four hundred eighty-eight dollars (\$21,488) for such services as set forth in this Amendment No 1.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, City and Consultant agree as follows:

1. Section 1, Scope of Services, of the Original Agreement is hereby amended to add the following:

Consultant shall also perform the services described in Consultant's December 20, 2022 Change Order request (attached to this Amendment No. 1 as Exhibit A-1). Consultant shall provide such services at the time, place, and in the manner specified in Exhibit A-1, subject to the direction of the City through its staff that it may provide from time to time.

2. Section 3, Compensation, of the Original Agreement is hereby amended to read in its entirety as follows:

Compensation to be paid to Consultant shall be in accordance with the fees set forth in Consultants' Proposal dated January 31, 2022 (Exhibit A to the Original Agreement) and, for purposes of Amendment No. 1, in accordance with the fees set forth in Consultant's Proposal dated December 20, 2022 (attached as Exhibit A-1 to Amendment No. 1). In no event shall Consultant's total compensation for services provided pursuant to this Agreement, as amended, exceed One Hundred Eleven Thousand Three Hundred Twenty Eight dollars (\$111,328) 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-1 respectively, 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.

3. Except for the changes specifically set forth herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be executed on the respective dates set forth below.

"CITY"

CITY OF LAKE ELSINORE, a municipal corporation

"CONSULTANT"

Environment Planning Development Solutions, Inc., a California Corporation

City Manager

By: Konnie Dobрева

Its: Vice President of Environmental Planning

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Assistant City Manager

Attachments: Exhibit A-1 – Consultant's Proposal

EXHIBIT A-1

CONSULTANT'S PROPOSAL

[ATTACHED]

ENVIRONMENT | PLANNING | DEVELOPMENT SOLUTIONS, INC.

Submitted via email

December 20, 2022

Damaris Abraham,
City of Lake Elsinore,
dabraham@lake-elsinore.org

RE: Budget Amendment Request for Additional Analysis

Dear Ms. Abraham,

We appreciate the opportunity given to EPD to assist with efforts on Lakeshore Drive Residential project. We are writing to you to request a budget amendment for additional analysis that was required to successfully complete the Lakeshore Driveway Residential Traffic Impact Analysis.

The purpose of the Budget Amendment is to request additional budget to cover the cost of the following:

1) LOS analysis of Three Additional Intersections as a part of the TIA

On January 31, 2022, EPD provided the City of Lake Elsinore with a scope of work for Traffic Impact Analysis stating a budget amount of \$5,450 for the study of two intersections. EPD's charges for the study are rated per intersection. As per the approved submittal of the Scoping Agreement for the Traffic Impact Analysis to the City of Lake Elsinore, EPD was required to analyze a total of five study intersections.

2) Re-Analysis of the Traffic Impact Analysis Study after First Submittal to the City due to Change in Project Driveway Access from Full Access to RIRO

EPD was notified of a change in project driveway access at Lakeshore Drive/Gunnerson Drive from being full access to right-in/right-out only after the first submittal of the TIA. This change in project driveway access led to a change in the approved project trip-distribution through the traffic study network and required a re-analysis of the entire traffic study.

3) Development of Intersection Design at Project Driveway and Coordination with Civil

EPD also had to develop an intersection design at project driveway that would allow for safe intersection operation with the addition of the project. This process required extensive coordination with the Civil Engineering team to find a workable solution given the constraint that a traffic signal could not be implemented as a traffic control measure at the intersection of Lakeshore Drive/Gunnerson Street, and the fact that the intersection already operated at unsatisfactory LOS in the existing conditions.

4) Re-Analysis of Traffic Impact Analysis Study After City-Meeting Concluding that a Signal would be Required at the Project Driveway

After meeting with the City, it was concluded that a signal would be required as a part of the project. This requirement led to another re-analysis with a signal installed assuming the project driveway as full-access instead of the earlier analyzed RIRO.

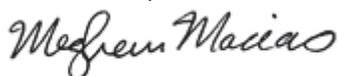
A breakdown of EPD's fee by task is shown in the table below along with the requested Budget Amendment:

Proposed Work Scope Tasks (Amended Items in Blue)	Proposed Fee	Amended Fee
Task 1: Project Initiation and Project Description	\$5,100	
Project Initiation	\$2,100	
Project Description	\$3,000	
Task 2: Technical Studies	\$48,890	\$70,378
2.1: Peer Review of Applicant Studies	\$4,025	
2.2: Air Quality & GHG Emissions Analysis	\$12,960	
2.3: Energy Analysis	\$2,080	
2.4: Noise Impact Analysis	\$9,875	
2.5: Cultural/Paleontological Resources Assessment	\$6,600	
2.6: Traffic Impact Analysis		
2.6.1: Traffic Impact Analysis of Two Intersections	\$5,450	
2.6.2: Traffic Impact Analysis of Additional Three Intersections		\$7,988
2.6.3: Traffic Impact Re-Analysis to Accommodate Change in City Approved Trip Distribution Due to Change in Project Driveway Access		\$6,500
2.6.4: Developing an Intersection Design at Project Driveway and Coordination with Civil		\$3,500
2.6.5: Re-Analysis of Traffic Impact Analysis Study after City-Meeting Concluding that a Signal would be Required at the Project Driveway		\$3,500
Task 3. Initial Study	\$25,250	
3.1: Administrative Draft	\$18,950	
3.2: Public Review Draft	\$3,275	
3.3: Response to Comments	\$3,025	
Task 4. Notice of Exemption	\$1,050	
Task 5. CEQA Project Management	\$10,300	
Management	\$6,100	
Meetings	\$4,200	
Estimated Fees & Expenses	\$900	
TOTAL (Without Estimated Expenses)	\$88,940	\$110,428
TOTAL (With Estimated Expenses)	\$89,840	\$111,328

EPD's current approved contract is \$89,840. EPD would require an additional budget of \$20,988 to cover the cost of including three more study intersections to the traffic impact analysis study, re-working an approved trip distribution, re-analyzing the TIA, conceptualizing stop-controlled only intersection design at Lakeshore Drive/Gunnerson Street, and re-analyzing the TIA for the 3rd time assuming signal installation at project driveway. This current request for an additional \$21,488 would bring EPD's total contract amount to \$110,428 (without estimated expenses).

I appreciate your consideration of this request. Should you have any questions, please do not hesitate to contact me at (949) 794-1186 or meghan@epdsolutions.com.

Respectfully submitted,
EPD Solutions, Inc.



Meghan Macias, TE
Transportation Planning Director

AGREEMENT FOR PROFESSIONAL SERVICES

ENVIRONMENT PLANNING DEVELOPMENT SOLUTIONS, INC.

ENVIRONMENTAL DOCUMENTATION FOR THE LAKESHORE DRIVE CONDOMINIUM PROJECT

This Agreement for Professional Services (the "Agreement") is made and entered into as of March 22, 2022, by and between the City of Lake Elsinore, a municipal corporation ("City") and Environment Planning Development Solutions, Inc. dba EPD Solutions, Inc., a California Corporation ("Consultant").

RECITALS

- A. The City has determined that it requires the following professional services:
CEQA consulting services for the Lakeshore Drive Condominium Project ("Project").
- B. Consultant has submitted to City a proposal, dated January 31, 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 eighty nine thousand and eight hundred forty dollars (\$89,840) 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 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.

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: Environmental Planning Development Solutions, Inc.
Attn: Konnie Dobrev
2 Park Plaza, Suite 1120
Irvine, CA 92614

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
1F551F63F6FF412

City Manager

“CONSULTANT”

Environment Planning Development Solutions, Inc., a California Corporation

DocuSigned by:
Konnie Dobrevna
2DBDB42698974D6

By: Konnie Dobrevna
Its: Vice President of Environmental Planning

ATTEST:

DocuSigned by:
CA
2941B149748C400

City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Barbara Leibold
A5086D9096AF48C...

City Attorney

DocuSigned by:
Shannon Buckley
678ER35A1E42495

Director of Administrative Services

Attachments: Exhibit A – Consultant’s Proposal

EXHIBIT A
CONSULTANT'S PROPOSAL
[ATTACHED]

ENVIRONMENT | PLANNING | DEVELOPMENT SOLUTIONS, INC.

Submitted via email.

January 31, 2022

Damaris Abraham
City of Lake Elsinore
dabraham@lake-elsinore.org

RE: Proposal for Environmental Analysis and CEQA Compliance Management on the proposed 140-Unit Residential Community on Lakeshore Drive, Lake Elsinore

Dear Ms. Abraham:

Thank you for meeting with us to discuss the potential CEQA compliance approach with the proposed 140-unit residential community on Lakeshore Drive. All of us at EPD Solutions, Inc. are thrilled to have another opportunity to work with you and the other City staff. Below is our proposed scope of work based on our discussion.

PROJECT UNDERSTANDING

The 10-acre project site (9.71 net acres) is comprised of 2 lots and is located on Lakeshore Drive, west of Lake Elsinore and south of Interstate 15, which can be accessed by Riverside Drive. The Local access to the site is provided from Rio Rancho Road, which is a major arterial roadway. The site is bound by Rio Rancho Road to the northwest, I-17 to the northeast, existing commercial uses (restaurants) to the west, and a Walmart to the southeast.

The project site is rectangular in shape and currently undeveloped. The project site is designated in the General Plan as Lakeshore Village Specific Plan and zoned Attached Residential, Commercial Residential Flex within Lakeshore Village Specific Plan. The site is bounded by residential and undeveloped land uses to the west and east, residential uses to south, and Lakeshore Drive to the north. To the north of Lakeshore Drive are vacant lots and scattered low density residential and one commercial building.

The proposed project includes 140 2-story duplex homes in a gated community with a community park and pool, spa and bathroom building. Pocket parks and seating areas are also dispersed throughout the community. With the available information and based on our conversation, the proposed project would be consistent with the site's General Plan and Specific Plan designations.

PROPOSED ENVIRONMENTAL REVIEW

As we discussed, due to the project's compliance with the General Plan and Specific Plan, we anticipate the appropriate CEQA compliance approach for the project would be pursuant to State Guidelines Section 15183, which is a CEQA streamlining provision available to projects that are consistent with a community plan (such as the City's General Plan) previously analyzed under an approved environmental document.

For purposes of this proposal, this is assumed to be the case, which will be validated by EPD through a thorough review of potential impacts of the project using an Initial Study. The Initial Study will guide the appropriate CEQA path and confirm the project can be streamlined under Section 15183. In the event impacts of the project are determined to significant and peculiar to the project or its site compared to what was previously approved under the applicable General Plan and Lakeshore Specific Plan environmental document, a Mitigated Negative Declaration (MND) or Environmental Impact Report (EIR) would be prepared if deemed appropriate.

SCOPE OF WORK

1. Project Initiation and Project Description
2. Technical Studies
 - a. Peer Review of Applicant Prepared Studies
 - b. Air Quality and Greenhouse Gas Emissions Analysis
 - c. Energy Analysis
 - d. Noise Impact Analysis
 - e. Cultural and Paleontological Resources Assessment
3. Initial Study
4. Notice of Exemption (NOE)
5. CEQA Project Management

1. Project Initiation and Project Description

As part of this task, EPD will review the project's entitlement application submittal package, the City's General Plan and Municipal Code, and other relevant documents. EPD will then prepare a detailed project description for the project.

As you are likely aware, one of the keys to successful CEQA compliance is a clear definition of the project and its components. Prior to initiating technical studies, the project description must be complete, comprehensive, and stable and finite in order to ensure the studies analyze potential impacts accurately and fully. EPD will identify any additional information needed to develop a thorough and complete project description.

EPD will also confer with the City and project team during this early process to discuss the potential environmental impacts of the proposed project. As part of this initial review, EPD will confer with the team to determine if any issues might come up related to the thresholds of significance. Subsequent to this initial analysis, EPD will discuss with the team the results and identify any potential issues relative to the impact analysis and mitigation measures.

2. Technical Studies

The following technical studies are proposed to be prepared in support of the IS.

- Air Quality and Greenhouse Gas Emissions Analysis
- Energy Analysis
- Noise Impact Analysis
- Cultural and Paleontological Resources Assessment

Certain technical studies that are required for the project are expected to be contracted through the applicant and are therefore excluded from our scope. These studies include the Water Quality Management

Plan (WQMP), hydrology study, biological study, and geotechnical study. In addition, we anticipate being provided a Phase I Environmental Site Assessment (ESA).

2.1. CEQA Adequacy Review of Applicant Prepared Studies

EPD will review the Applicant-prepared Traffic Impact Assessment (TIA), hydrology study, WQMP, Geotechnical and Phase I ESA reports for an accurate and consistent project description, adequacy in responding to applicable CEQA impact questions, use of appropriate thresholds, and identification of appropriate mitigation, as necessary. For efficiency, we will provide comments and revisions within the Word files of the technical studies and use “track changes” and commenting features in the review of documents. Where Word files are not available, we will comment within the PDF files. Comments will be summarized in a peer-review memo.

2.2. Air Quality and Greenhouse Gas Emissions Analysis

Air Quality Analysis/Gasoline Service Station Screening-Level Health Risk Assessment

The proposed project is located within the jurisdiction of the South Coast Air Quality Management District (SCAQMD). The following scope of work serves to meet the City’s and SCAQMD’s requirements for preparation of a CEQA Air Quality and Greenhouse Gas Analysis.

Air Quality

- Evaluate the existing conditions of the project study area; this will include gathering background air quality data, local wind patterns in the study area and identifying applicable rules, plans and thresholds of significance.
- Identify construction-related air quality impacts from associated construction activities at the project site which may include import/export of fill dirt, mass grading, building construction, paving, concrete pouring, etc.
- Evaluate operational emissions for the proposed project, based upon trip generation projections provided as part of the traffic study. Peak hour trips will be used along with estimates of the types of trips generated and average travel speeds to estimate daily emissions generated by the project. In addition, emissions from other operational sources such as heaters, air conditioners, water heaters, consumer products, and lawn care equipment will also be considered.
- Perform a screening-level CO Hot Spot analysis of future conditions at key intersections located in the project study area will be prepared. It is anticipated that a qualitative discussion on CO Hotspot potential and rationale as to why more detailed modeling of CO Hotspot analysis is not required.
- Perform Construction Localized Significance Threshold (LST) analysis as recommended by the South Coast Air Quality Management District (SCAQMD) for construction and operational activity. The scope of work includes a screening-level health risk assessment due to the gasoline service station proposed on-site. The screening assessment will utilize published guidance from the California Air Pollution Control Officers Association (CAPCOA) in their Gasoline Service Station Industrywide Risk Assessment Guidelines. No dispersion modeling is anticipated to be required.
- Evaluate potential odor impacts resulting from the proposed project. Identify applicable mitigation measures and regulatory requirements that the project must comply with to minimize odors. For purposes of this evaluation a qualitative assessment of odors and odor controls is expected.
- Qualitatively discuss cumulative impacts within the context of planned and foreseeable projects for short-term construction and long-term operational activity. A “list” approach per CEQA will be utilized when discussing cumulative impacts using the list of cumulative projects identified in the traffic report. Since the basin is in non-attainment the determination of significance will likely be based on whether or not the Project results in a substantial incremental increase.

Greenhouse Gas Emissions Analysis

- Evaluate applicable federal and state regulatory requirements (i.e., AB32, SCAQMD, CARB thresholds). Qualitatively discuss the effects of GHG emissions on regional air quality.
- Evaluate applicable GHG emissions associated with heavy-duty construction equipment combustion that will likely occur during the various phases of construction. Data available from the project team and technical air quality analysis will be utilized in characterizing GHG-generating activities.
- Evaluate operational GHG emissions for the proposed project which will include emissions from mobile sources, heaters, air conditioners, water heaters, consumer products, cargo handling equipment (CHE), and lawn care equipment will also be considered.
- The emissions evaluation for short-term construction, long-term mobile source, and long-term stationary source activity will consider project design, and mitigation measures that have the potential to reduce GHG emissions.
- Evaluate project significance based on an applicable Climate Action Plan or direction provided by the Project CEQA preparer and/or the lead agency.
- Identify and recommend mitigation measures that are feasible to implement and that will reduce any potential impacts to the maximum extent possible. Prepare a greenhouse gas report that incorporates the findings and all supporting calculations.

2.3. Energy Analysis

We will prepare energy calculations associated with electricity, natural gas, and transportation fuels in a summary table for inclusion in the CEQA document.

2.4. Noise Impact Analysis

- Identify and review applicable, Federal, State and Local Noise criteria. This includes the City of Pomona Noise Element and Municipal Code to determine appropriate noise standards and significance criteria.
- Collect long-term 24-hour ambient noise level measurements in the project study area at up to six locations to quantify the existing noise environment. All noise level measurement equipment will satisfy American National Standards Institute (ANSI) standard specifications for sound level meters ANSI S1.4-2014/IEC 61672-1:2013. The noise level measurements will be collected consistent with the criteria outlined in the Municipal Code. Briefly describe the ambient noise conditions in the Project study area.
- Collect reference noise level measurements to represent the expected stationary source impacts associated with the proposed Project land uses including the planned car wash.
- Evaluate the potential stationary source noise impacts associated with the operation of the proposed Project and recommend measures to reduce the potential noise impacts to any nearby noise-sensitive uses.

Provide a detailed construction noise and vibration analysis for each stage of construction using reference noise level measurements of similar activities.

Summarize the results of the study in a noise impact analysis report addressing the potential impacts associated with the Project and provide the appropriate measures to reduce the impacts to levels of less than significant.

2.5. Cultural and Paleontological Resources Assessment

Brian F. Smith & Associates prepared the prior cultural and paleontological resources assessments for the 7.5-acre parcel and will update the studies to include the 1.5-acre parcel that wasn't included.

- Cultural Resources Background Research – We will request an updated cultural resources records search of the project area from the South Central Coastal Information Center (SCCIC) at California State University, Fullerton and the Native American Heritage Commission (NAHC). The results of the records searches will identify previous studies and previously registered cultural resources within or near the property. The receipt of records searches from the SCCIC may be delayed due to COVID-19 restrictions. If necessary, the survey and report will be completed with a provision that the record searches will be forwarded to the City upon receipt.
- The property will be surveyed by a qualified archaeologist. Should any cultural resources be identified during the survey, either historic or prehistoric, subsequent significance evaluations may be required. Any additional efforts required will be presented in a subsequent proposal document.
- A paleontological review of available research will be completed to determine if fossil resources exist within the project area and which could require mitigation measures as part of any future development.
- Two technical reports will be prepared for use in the CEQA environmental review process. The archaeological report will provide the results of the previous studies, the updated record searches, data from field survey, and NAHC consultation. The paleontological assessment will provide results of the research of fossil records and projections of the potential to encounter significant fossil deposits at this location. For the purposes of this proposal, we will assume that the cultural resources report will be negative. If cultural resources, either historic or prehistoric, are identified on the property as a result of the records information or the field inspection, CEQA protocol will require that the resources be evaluated for significance and potential impacts analyzed.

2.6. Traffic Impact Analysis

Based on a preliminary evaluation, the project generates more than 50 peak hour trips and is located in a low VMT area. Using the screening criteria provided in the City of Lake Elsinore Traffic Impact Analysis Preparation Guide, the proposed development will likely require a level of service (LOS) analysis only. A vehicle miles traveled (VMT) analysis will likely not be required, which is reflected in the scope of work below.

2.6.1. LOS and VMT Scoping Agreements

EPD will prepare a scoping agreement including the methodology and scope for both LOS and VMT analysis. EPD will work with the City staff to obtain approval of the LOS and VMT scope prior to proceeding with the VMT and LOS traffic impact analysis.

2.6.2. Existing and Future Roadway Network

EPD will document conditions of the surrounding roadway network, number of travel lanes, and non-motorized and transit facilities. A map of the roadway network will be provided. Traffic control, channelization and other relevant characteristics will be documented at the study intersections as well. EPD staff will also work with City staff to obtain current plans for future roadway facilities in the area.

2.6.3. Existing Traffic Operations

Existing peak hour traffic volumes will be collected at up to 2 study area intersections. EPD will calculate existing AM and PM peak hour intersection LOS at study intersections using Highway Capacity Manual (HCM) 6th Edition methodology.

2.6.4. Project Trip Generation, Distribution and Assignment

A trip generation analysis will be conducted to estimate the number of daily, AM peak hour and PM peak hour trips based on the trip rates from ITE Trip Generation Manual. The project trip generation will be distributed to the project study area based on the likely routes of the travel to and from the project site.

2.6.5. Traffic Analysis Scenarios

It is anticipated that the following with scenarios will be included in the study:

- Existing Conditions
- Project Completion (Existing plus Ambient Growth Plus Project)
- Cumulative (Existing Plus Ambient Growth Plus Cumulative Projects)

2.6.6. Site Access Analysis

EPD will evaluate access points and on-site circulation which includes driveway spacing, potential signalization of driveways, stacking distance, shared access, adequate sight distance, and any other operational characteristics as identified by City staff.

2.6.7. LOS Mitigation Measures

EPD will identify mitigation measures to reduce or off-set LOS deficiencies identified in all project scenarios. It will be noted whether mitigation measures are included in an existing mitigation fee program. If mitigation measures are not included in a fee program, the project's fair-share will be calculated. Peak hour traffic signal warrant analysis will be prepared for any unsignalized intersections that would require a traffic signal for acceptable operations.

2.6.8. Documentation of Analysis and Findings

A draft TIA will be prepared documenting all analyses, findings, and conclusions. Upon review by the City, EPD will revise the TIA up to one revision and provide the revised document for City review and approval.

3. Initial Study

This scope of work assumes an Initial Study (IS) in support of a Section 15183 will be sufficient to achieve CEQA compliance. EPD will work with the City, and the applicant, and their design team, as authorized by the City, to mitigate all impacts to below a level of significance; however, if an impact cannot be mitigated adequately, it could be elevated to an IS/MND or deemed significant and unavoidable by the City, which would trigger the need for an Environmental Impact Report (EIR). We will advise the project team immediately if we find any impacts could reach this severity.

3.1. Administrative Draft IS

EPD will prepare an Initial Study consistent with the State CEQA Guidelines and the City's local CEQA guidelines. We anticipate the Initial Study will be used to support the use of a Section 15183 determination. One round of review is assumed.

3.2. Public Review Draft IS

Based on comments from the project team, a Public Review draft will be submitted to the City for review. Project team and City comments will be incorporated into an updated document. One round of review per entity is expected.

3.3. Response to Comments

Although not required by CEQA, at the City's request, EPD will prepare responses to comments received by interested parties and agencies on the IS and will assist the City in preparation for public hearings. This

scope assumes 11 hours of professional staff time. If a large volume of letters is received requiring extensive responses, EPD will advise the City and costs will be extra to contract.

4. Notice of Exemption

EPD will prepare a Notice of Exemption (NOE) for the project using the Office of Public Resource standard NOE form. EPD will be responsible for filing the NOE with the State Clearinghouse and with the County.

5. Meetings, Hearings, and CEQA Project Management

EPD's CEQA project manager will coordinate closely with City staff to assure that the IS and associated documents are legally defensible, accurate, and useful to decision makers considering the approval of the project. The project manager will also coordinate with City staff throughout the process not only to streamline the CEQA process, but to avoid or anticipate any changes that could result in delays.

To effectively manage the costs of the project, EPD will attend bi-monthly conference calls (briefings) to update the City on upcoming deliverables and discuss any potential issues that may impact the scope of work. EPD will draft agendas in advance of these meetings and deliver minutes via email to the entire project team. The minutes will identify action items and the responsible party to implement said action item. In addition to standing meetings, EPD will be available to the project team and City staff to answer questions, address concerns, or to clarify issues as they arise.

The project manager will be responsible for managing (1) task scheduling and assignment, management of resources, monitoring of costs, and schedule adherence; (2) consultation and coordination with local and state agencies relative to the environmental document and the environmental review process; (3) coordination and communications with the project team and City to ensure that City policies, procedures, and any applicable codes are complied with and, where applicable, are incorporated into the CEQA document; and (4) ensuring that the environmental review process and the CEQA document satisfy the statutes and guidelines of CEQA and CEQA procedures.

This scope of work assumes attendance at one public hearing by the project manager and the principal in charge and project management of 2 hours per month of the 3-4-month duration of the CEQA portion of the project.

FEES & EXPENSES

EPD proposes the following labor fees. Tasks 2 through 4 will be billed as fixed fees at the conclusion of each task or subtask; Task 6 will be billed on a time-and-materials basis, with the balance billed following filing of the NOE.

Proposed Work Scope Tasks	Proposed Fee
Task 1: Project Initiation and Project Description	\$5,100
Project Initiation	\$2,100
Project Description	\$3,000
Task 2: Technical Studies	\$48,890
2.1: Peer Review of Applicant Studies	\$4,025
2.2: Air Quality & GHG Emissions Analysis	\$12,960
2.3: Energy Analysis	\$2,080
2.4: Noise Impact Analysis	\$9,875

Proposed Work Scope Tasks	Proposed Fee
2.5: Cultural/Paleontological Resources Assessment	\$6,600
2.6: Traffic Impact Analysis	\$5,450
Task 3. Initial Study	\$25,250
3.1: Administrative Draft	\$18,950
3.2: Public Review Draft	\$3,275
3.3: Response to Comments	\$3,025
Task 4. Notice of Exemption	\$1,050
Task 5. CEQA Project Management	\$10,300
Management	\$6,100
Meetings	\$4,200
Estimated Fees & Expenses	\$900
TOTAL (Without Estimated Expenses)	\$88,940
TOTAL (With Estimated Expenses)	\$89,840

The reimbursable Estimated Expenses (mileage, reprographics, shipping) are an estimate only. This budget does not include direct expenses, processing or application fees, or deposits for environmental consultants contracted directly by the client. Expenses would be billed per the attached Provisions of Agreement.

Our cost estimate is based on our scope of services and schedule, and the following assumptions:

- The cost estimate is valid for up to 180 days from the date of submittal/opening, after which it may be subject to revision.
- Costs have been allocated to tasks to determine the total budget. EPD may reallocate costs among tasks, as needed, as long as the total budget is not exceeded.
- Additional review cycles or additional versions of administrative drafts of any documents beyond the assumptions contained within the scope of work will constitute additional work.

The budget is based on completion of work within a maximum 6-month schedule. If a delay of 90 days or more occurs as a result of circumstances beyond control we reserve the right to adjust our budget to account for increased labor rates and other costs.

Thank you again for the opportunity to work on this project. Should you have any questions, please do not hesitate to contact me at (949) 794-1183 or konnie@epdsolutions.com.

Sincerely,
EPD Solutions, Inc.



Konnie Dobreva, JD
Vice President of Environmental Planning

Enclosure (1)

To begin work, EPD requires this agreement be signed by the client below.

Agreed to by:

Signature

Date

Printed Name and Title

PROVISIONS OF AGREEMENT

The City of Lake Elsinore ("Client") and Environment | Planning | Development Solutions, Inc. ("Consultant") agree that the following Provisions of Agreement ("Provisions") shall be part of the agreement to Client dated January 31, 2022 for the services described therein ("Project") to which these Provisions are attached and both shall be considered and constitute the "Agreement" referenced herein.

I. DEFINITIONS:

1. Client and Consultant agree to cooperate with each other in order to fulfill their responsibilities and obligations under this Agreement. Both Client and Consultant shall endeavor to maintain good working relationships among members of the project team.
2. Ownership of Instruments of Service: All documents prepared or furnished by Consultant pursuant to this Agreement are Consultant's Instruments of Service, have been prepared for use solely with respect to this Project, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use Consultant's Instruments of Service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Client acknowledges that Consultant's Instruments of Service may be stored and delivered to Client and others in electronic files ("Data"), and that anomalies and errors can be introduced into the Data when it is transferred or used in conjunction with incompatible computer equipment or software. Consultant's Data is being furnished "as is" and Consultant shall have no duty to modify or update the Data unless a part of the approved Project. Consultant reserves the right to retain an archival paper or electronic copy of the Data delivered to Client or the general contractor which shall be referred to and shall be conclusive proof and govern in all disputes over the form or content of the Data furnished by Consultant.

If Consultant is not paid in full for all its services, Client shall, upon demand, return Consultant and Consultant's sub-consultants Instruments of Service and refrain from using Instruments of Service for any purpose whatsoever.

II. CONSULTANTS RESPONSIBILITIES:

1. Consultant will perform its professional services in the manner identified in the Agreement for the identified fixed fees and budgeted items, excluding direct expenses. Services provided on a time and materials basis or additional services will be charged based on the following hourly billing rates:

List of Standard Hourly Rates	
Position	Hourly Rate
President/Principal	\$275 - \$300
Vice President of: Planning; Environmental Planning; Development; Transportation Planning; Construction Management; Engineering; Design	\$250 - \$275
Senior Director of: Planning; Environmental Planning; Development; Transportation Planning; Construction Management; Engineering; Design	\$240 - \$260
Director of: Planning; Environmental Planning; Development; Transportation Planning; Construction Management; Engineering; Design	\$230 - \$250
Senior: Project Manager; Planner; Transportation Planner; Engineer; Environmental Planner; Associate	\$195 - \$230
Project Manager; Associate Engineer	\$175 - \$195
Associate: Planner; Environmental Planner; Transportation Planner	\$160 - \$175
Assistant: Project Manager; Environmental Planner; Transportation Planner; Project Planner; Engineer	\$150 - \$160
Project Coordinator; GIS Analyst; Drafter	\$135 - \$150
Support Staff	\$85 - \$135

Once the maximum fee is reached, Consultant will stop work unless Consultant and Client agree to increase the maximum fee amount or Client agrees to pay for additional services in accordance with Consultant's billing rates identified herein.

This rate schedule is subject to change due to the granting of wage increases and/or other employer benefits to field or office employees during the lifetime of this agreement.

2. Consultant will complete professional services described in this Agreement as expeditiously as is consistent with, and limited to, Consultant's standard of care.
3. This Agreement comprises the entire and integrated agreement between Client and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by an authorized representative of both Client and Consultant.
4. If any of the provisions of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon Client and Consultant hereto. Client and Consultant agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.
5. If the scope of services includes Consultant's assistance in applying for governmental permits or approvals, Consultant's assistance shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency.
6. Governing Law: The laws of the state in which the Project is located shall govern the validity and interpretation of this Agreement.
7. Construction Observation: Consultant shall visit the project at intervals appropriate in the Consultant's professional opinion, during construction to become generally familiar with the progress and quality of contractor's work and to determine if the work is proceeding in general accordance with the Contract Documents. Client has not retained Consultant to make detailed inspections or to provide exhaustive or continuous project review and observation services. Consultant does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

If Client desires more extensive project observation or full-time project representation, Client shall request such services be provided by Consultant as Additional Services in accordance with the terms of this Agreement.

It is agreed that Consultant's services under this Agreement do not include project observation, review of contractor's performance or any other construction phase services. Client assumes all responsibility for all construction phase services including, **but not limited to:**

- a. Submittal review and approval
- b. Contract document interpretation
- c. Site observations
- d. Change order review and approval
- e. Review and approval of contractor payment applications
- f. Certificates of substantial and final completion
- g. Preparation and disposition of punch lists
- h. Responding to contractor requests for information
- i. Administration of any operational and maintenance training including collection operational and training manuals

Client waives any claims against Consultant that may be in any way connected with Client's decision not to retain Consultant to performance construction phase services. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and

defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to Contract Documents to reflect changed field or other conditions.

Client, Client's contractors or subcontractors, or anyone for whom Client is legally liable shall assume full responsibility for the results of any changes made to the Contract Documents during construction. Client agrees to waive any claims against Consultant and to release Consultant from any liability arising directly or indirectly from such changes.

Contract Documents Definition: The Contract Documents consist of the agreement, conditions of the contract (general, supplementary and other conditions), drawings, specifications, addenda issued prior to execution of the Agreement, other documents and modifications issued after execution of the Agreement.

8. **Jobsite Safety:** Consultant shall not supervise, direct or have control over general contractor or its subcontractors, regardless of tier, any employee or agent thereof (hereinafter "Contractor") work. Consultant shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of Contractor. Consultant does not guarantee the performance of the construction contract by Contractor and does not assume responsibility for Contractor's failure to furnish and perform its work in accordance with the Construction Documents.

III. CLIENT'S RESPONSIBILITIES

1. Client acknowledges that its right to utilize reports and other documents of Consultant provided pursuant to this Agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this Agreement, and Client has performed all its obligations under this Agreement, including but not limited to payment for services rendered.
2. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes, use or reuse of the electronic files for any other project by anyone other than Consultant.
3. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this Agreement.
4. Consultant will provide Client with monthly invoices for services rendered and costs advanced. Client agrees that all billings from Consultant to Client are correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing.
5. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one-half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing. If Client notes any inaccuracies, discrepancies, or errors in billing pursuant to Article III, late fees shall only apply beginning on the thirty-one (31) days after the inaccuracies, discrepancies, or errors have been corrected.

IV. OWNERSHIP AND USE OF DOCUMENTS AND DATA

1. Prints or document printing will be billed directly to Client by the print company at no additional Consultant administrative cost or billed by Consultant at cost plus fifteen percent (15%). All other reimbursable expenditures will be invoiced at cost plus fifteen percent (15%) handling fee. Sub-consultant costs will be billed at cost plus twenty-five percent (25%). Mileage will be billed at the standard Federal rate as provided for under Internal Revenue code.
2. **Standard of Care:** Consultant's services shall be provided consistent with and limited to the standard of care applicable to such services, which is that Consultant shall provide its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances.

3. Survival: Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled hereunder and termination of this Agreement.

V. RISK ALLOCATION

1. Waiver of Consequential Damages: Notwithstanding any other provisions in this Agreement, Client and Consultant each waive consequential damages against the other party. Notwithstanding anything to the contrary set forth herein, the foregoing waiver shall not apply if the consequential damages are covered by Consultant's insurance policy.

2. Indemnity: Consultant and Client each agrees to indemnify and hold harmless the other (Indemnitor and Indemnitee), and their respective principals, officers, directors, partners, employees, and any other entity or person for which Indemnitor and Indemnitee is legally liable, from and against any damages, losses, liabilities, judgments, settlements, expenses, and costs (including reasonable and necessary attorneys' fees, costs and expenses recoverable under applicable law), that Indemnitee incurs as a result of third party claims, demands, actions, suits or matters connected therewith, to the extent caused by the negligent acts, errors or omissions, or willful misconduct of Indemnitor in the performance of services under this Agreement and any other entity or person for which the Indemnitor is legally liable.

Notwithstanding the foregoing, if Indemnitor's obligation to indemnify arises out of Indemnitor's performance of services for the Project as a "design professional," as that term is defined in California Civil Code Section 2782.8, Indemnitor's indemnity obligation shall be limited in accordance with the provisions of Section 2782.8 as it was in effect as of the date of this Agreement.

3. Waiver of Personal Liability: It is intended by the parties to this Agreement that Consultant or its sub-consultant(s) services in connection with this Project shall not subject Consultant's or its sub-consultant(s) individual employees, officers or directors to any personal legal exposure for the risks associated with the Project or this Agreement, or any Addenda. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, a California corporation or its incorporated sub-consultant(s), and not against any of Consultant's or its sub-consultant(s) individual employees, officers or directors.
4. Consultant will be legally liable for only the services expressly undertaken pursuant to this Agreement, and not otherwise. Consultant will not be legally liable for the providing of, or the failure to provide other services, even if information from others is incorporated into Consultant's instruments of service for ease of reference or otherwise. Further, and without limitation, Consultant will not be responsible for delays or other matters beyond its reasonable control; for inaccurate information provided to it by Client or other reasonably reliable sources; for site conditions of which it was not informed; for hazardous materials or toxic substances at the Project site; for construction means, methods, techniques, sequences or procedures, including without limitation excavation, shoring, demolition or erection procedures or construction safety precautions and programs; for the timeliness or quality of contractor performance or for the failure of any contractor to perform work in accordance with the Project's construction documents; or for actions or inaction of third parties including other consultants, utility companies and governmental or quasi-governmental agencies.
5. Limitation of Liability: To the extent permitted by law, the total liability, in the aggregate, of Consultant and its employees, officers, directors, members, partners, agents, and consultants, to Client, its subsidiary and/or affiliated companies and its respective employees, officers, directors, members, partners, agents and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of, resulting from or in any way related to Consultant's services, the Project or this Agreement, or any addenda, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of express or implied contract or warranty shall not exceed a total amount of \$50,000.
6. Certification: Consultant shall not be required to execute certificates, consents or reliance letters that would require knowledge, services or responsibilities beyond the scope of this Agreement, and shall not be required to sign any documents that would result in Consultant having to certify the existence of conditions whose existence Consultant cannot reasonably ascertain beyond its standard of care.

7. Unauthorized Changes to Plans: In the event Client, Client's contractors or subcontractors or anyone for whom Client is legally liable, makes or permits any changes to be made to any reports, plans, specifications or other construction documents prepared by Consultant without obtaining Consultant's prior written consent, Client agrees to waive any claim against Consultant and to release Consultant from any liability arising directly or indirectly from such changes. In addition, Client agrees (1) to the fullest extent permitted by law, to indemnify and hold harmless Consultant from any damages, liabilities or costs arising from such change, and (2) to include in any contracts for construction appropriate language that prohibits any contractor or subcontractors of any tier from making any changes or modifications to Consultant's construction documents without the prior written approval of Consultant and that further requires contractor to indemnify both Consultant and Client from any liability or cost arising from such changes made without such proper authorization.

VI. INSURANCE

1. Insurance: Consultant shall purchase business insurance as follows:
 - a. Professional Liability Insurance, with prior acts coverage sufficient to cover the services performed under this Agreement, and policy limits in an amount of \$1,000,000 each claim and \$2,000,000 annual policy period aggregate limit.

Consultant specifically agrees, pursuant to this Agreement, to waive any rights of recovery against Client because of any payment made to the extent coverage is provided by the policy.

- b. Commercial General Liability Insurance (ISO CG 0001 0413), or another equivalent occurrence-based policy form, including coverage for bodily injury and property damage liability arising out of premises, operations, completed operations, and products in addition to advertising injury and personal injury liability coverage with a per project limit of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate limit.

Consultant specifically agrees, pursuant to this Agreement, to the following:

- i. Additional Insured Provision: Shall include Client and Client-designated additional insured(s), to the extent coverage is provided by the policy, caused in whole or in part by Consultant or those acting on Consultant's behalf. Additional insured coverage shall be provided by a combination of the CG2010 0413 and CG2037 0413 endorsements, or other comparable endorsement(s).
 - ii. Primary and Non-Contributory Provision: The insurance provided to Client-designated additional insured(s) is primary to other insurance, which covers such additional insured as a named insured, and will not share with that other insurance to the extent coverage is provided by the policy. Primary and Non-contributory coverage shall be provided by CG2401 0413, or other comparable endorsement.
 - iii. Waiver of Subrogation Provision: The insurance provided shall waive any rights of recovery against Client-designated additional insured(s), because of any payment made to the extent coverage is provided by the policy. Waiver of Subrogation provision shall be provided by CG2404 0509, or other comparable endorsement.
 - c. Owned, Hired and Non-Owned Automobile Liability Insurance, with a limit of not less than \$1,000,000 combined single limit for bodily injury and property damage liability arising out of the maintenance or use of any policy covered hired or non-owned automobile by Consultant or Consultant's employees in the course of Consultant's business.

Consultant specifically agrees, pursuant to this Agreement, to the following:

- i. Additional Insured Provision: Shall include Client-designated additional insured(s), to the extent coverage is provided by the policy.
 - ii. Waiver of Subrogation Provision: The insurance provided shall waive any rights of recovery against Client-designated additional insured(s), because of any payment made to the extent coverage is provided by the policy.

- d. Commercial Umbrella or Excess Liability Insurance, on a follow form basis with a limit of not less than \$2,000,000 each occurrence and \$2,000,000 general aggregate limit. Coverage shall be excess of commercial general liability, hired and non-owned automobile liability and employers' liability with such coverage being concurrent with underlying insurance.
- e. Workers' Compensation Insurance, covering Consultant's employees in accordance with statutory requirements of all jurisdiction(s) in which Services are being performed and Employers' Liability Insurance in an amount of:
- | | | |
|----------------------------|-------------|---------------|
| Bodily Injury by Accident: | \$1,000,000 | Each Accident |
| Bodily Injury by Disease: | \$1,000,000 | Policy Limit |
| Bodily Injury by Disease: | \$1,000,000 | Each Employee |

Consultant specifically agrees, pursuant to this Agreement, to the following:

- i. Waiver of Subrogation Provision: The insurance provided shall waive any rights of recovery against Client because of any payment made to the extent coverage is provided by the policy. Waiver of subrogation provision shall be provided by WC 04 03 06 (Ed. 4-84) from the Workers' Compensation Insurance Rating Bureau or WC 00 03 13 (Ed. 4-84) from the National Council on Compensation Insurance, or other comparable endorsement.
- f. Certificates of Insurance: Prior to the commencement of this Agreement and upon the renewal of any of the insurance policies required hereunder, Consultant shall furnish certificates of insurance to Client as evidence of the insurance listed in Article VI.
2. Compliance with Code: Consultant shall exercise due and reasonable professional care in observing those federal, state, and local codes, standards, statutes, and regulations applicable at the time Consultant renders service. Notwithstanding the foregoing, Consultant has no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. It is understood, however, that various codes and regulations are subject to varying and sometimes contradictory interpretation. Consultant shall exercise its professional skill and care consistent with, and limited to, the generally accepted standard of care to provide a design that complies with such regulations and codes.

VII. DISPUTE RESOLUTION

1. (a) Except as provided in subdivisions (b) and (c), in an effort to resolve any conflicts that arise during the design or construction of the project or following completion of the project, Client and Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.(b) Subdivision (a) shall not preclude or limit Consultant's right to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.(c) Subdivision (a) shall not preclude or limit Consultant's right to record.
2. Reliance on Information Provided by Others: Consultant shall be entitled to rely, without liability, on the completeness and accuracy of any and all information and data provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification. Notwithstanding the foregoing, Consultant shall use its reasonable judgment and experience in determining whether such reliance is advisable.
- Client will also require its consultants and contractors to promptly notify Client if its consultants or contractor(s) observes or becomes aware of faults or defects in documents prepared by Consultant and Client will provide prompt written notice to Consultant.
3. Assignment: Neither Consultant nor Client may assign its obligations, interests, or delegate its duties under this Agreement (including monies that are due or monies that may be due) without prior written permission of the other party, which consent shall not be unreasonably withheld.
4. Severability: If any of the provisions of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon Consultant and Client hereto. Consultant and Client agree to reform this Agreement to

replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

VIII. GENERAL PROVISIONS

1. Suspension of Services: Services may be suspended in the event of the following:
 - a. A substantial failure of performance by either party.
 - b. Any Client's payment is more than 30 calendar days past due and Consultant shall have no liability to Client for delay or damage caused Client because of such suspension of services.
 - c. Before resuming services, Client shall pay Consultant all sums due prior to such suspension and expenses incurred in the interruption and resumption of Consultant's services. Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.
 - d. If the Project is abandoned or suspended in whole or part for more than a cumulative ninety (90) calendar days or indefinitely postponed either party may terminate this Agreement and Consultant shall be paid for all services provided.
 - e. If the Project is resumed after a delay of more than ninety (90) calendar days in the aggregate, Consultant shall be entitled to additional compensation for remobilization costs and the time schedules shall be equitably adjusted.
2. Termination: Either party may terminate this Agreement upon seven (7) working days' written notice to the other party, with or without cause. Said notice shall be deemed to be effective upon delivery to the other party. In the event of termination by Client, Consultant shall cease work at the time specified or if no time is specified, at the end of the day on the day receipt of the notice. Consultant shall be paid in full for services performed and expenses incurred to date as reasonably agreed upon by both parties.
3. Third-Party Beneficiaries: Client and Consultant agree that services performed by Consultant under this Agreement are solely for the benefit of Client, and are not intended by either Client or Consultant to benefit any other person or entity including, but not limited to, the Project contractor and/or any of its subcontractors. Any such benefit is purely incidental and such other person shall not be deemed a third-party beneficiary of this contract.
4. Governing Law: This Letter Agreement shall be governed in accordance with the laws of the state in which the Project is located, excepting those provisions dealing with conflicts of laws.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/1/2021

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 License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 200 Pleasanton, CA 94588	CONTACT NAME: Rita Summan PHONE (A/C, No, Ext): (925) 416-7862 FAX (A/C, No):		
	E-MAIL ADDRESS: Rita.Summan@ioausa.com		
INSURED Environment Planning Development Solutions Inc dba EPD Solutions Inc 2 Park Plaza, Suite 1120 Irvine, CA 92614	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Continental Casualty Company		20443
	INSURER B : Hartford Casualty Insurance Company		29424
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** **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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	B6025654530	6/23/2021	6/23/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	B6025654530	6/23/2021	6/23/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	B 6025663132	6/23/2021	6/23/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	57 WEG AC20BW	9/30/2021	9/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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 Liab.		X	EEH591923312	9/30/2021	9/30/2022	Per Claim 2,000,000
A	Professional Liab.		X	EEH591923312	9/30/2021	9/30/2022	Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Lakeside Project (PA 2021-11)

As required by Certificate Holder written contract or agreement, in-addition to (if applicable) the governing written contract or agreement: (1) Commercial General Liability policy shall include (a) additional insured coverage and contain (b) primary & non-contributory and (c) waiver of subrogation provisions for any additional insured; (2) to the extent applicable, Automobile Liability policy shall include (a) additional insured coverage and contain (b) primary & non-contributory and (c) waiver of subrogation provisions for any additional insured; (3) to the extent applicable, Commercial Excess Liability policy shall apply on a follow-form basis, excess of commercial general liability, automobile liability and employers' liability policy(ies) with such coverage being concurrent with underlying insurance; (4) to the extent applicable, Workers Compensation and Employers' Liability policy shall include a waiver of subrogation provision; SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Lake Elsinore 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
---	---



ADDITIONAL REMARKS SCHEDULE

AGENCY IOA Insurance Services	License # 0E67768	NAMED INSURED Environment Planning Development Solutions Inc dba EPD Solutions Inc 2 Park Plaza, Suite 1120 Irvine, CA 92614
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

(5) Professional Liability policy shall apply on a claims-made basis and include a waiver of subrogation provision.

(a) City and its officers, employees, servants, volunteers and authorized agents and independent contractors, including without limitation, the City Manager



Policy # B6025654530

IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED ENDORSEMENT
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE
&
BLANKET WAIVER OF SUBROGATION
Architects, Engineers and Surveyors**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

- A. WHO IS AN INSURED (Section C.)** of the Businessowners Liability Coverage Form is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
 2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."
- B.** The insurance provided to the additional insured is limited as follows:
1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
 3. The coverage provided to the additional insured within this endorsement and section titled **LIABILITY AND MEDICAL EXPENSE DEFINITIONS – "Insured Contract" (Section F.9.)** within the Businessowners Liability Coverage Form, does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- 4.** The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
 - b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.
- 5.** This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:
- a. The construction or demolition work while you are acting as a construction or demolition contractor. This exclusion does not apply to work done for or by you at your premises.
- C. BUSINESSOWNERS GENERAL LIABILITY CONDITIONS – Duties In The Event of Occurrence, Offense, Claim or Suit (Section E.2.)** of the Businessowners Liability Coverage Form is amended to add the following:
- An additional insured under this endorsement will as soon as practicable:
1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;

- 2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
- 3. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
- 4. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

D. OTHER INSURANCE (Section H. 2. & 3.) of the Businessowners Common Policy Conditions are deleted and replaced with the following:

- 2. This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing to the additional insured's own coverage. This insurance is excess over any other insurance to which the additional insured has been added as an additional insured by endorsement.
- 3. When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured

against that "suit" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

E. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section K.2.) of the Businessowners Common Policy Conditions is deleted and replaced with the following:

- 2. We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products-completed operations hazard."

10020009040241206902060





THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

SCHEDULE

Insurance is provided only with respect to those coverages for which a specific limit is shown:

COVERAGE	LIMIT
Hired Auto Liability:	\$ 1,000,000
Non-owned Auto Liability:	\$ 1,000,000

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

PROVISIONS

A. COVERAGE

With respect only to the Coverage(s) for which a limit is shown in the SCHEDULE above, the insurance provided under **Coverage A.1. Business Liability** for "bodily injury" and "property damage" also applies to "bodily injury" or "property damage" arising out of the maintenance or use of a:

- "Hired auto" used by you or your "employee" in the course of your business; and/or
- "Non-owned auto" used in the course of your business. Maintenance or use of a "non-owned auto" includes test driving in connection with an "auto business."

With respect only to the coverage provided by this endorsement, under **Coverages**, coverage **A.1. Business Liability** is amended to:

1. Delete paragraph **A.1.b.(1)(b)** and replace it with the following:
 - b.** This insurance applies:
 - (1)** To "bodily injury" and "property damage" only if:
 - (b)** The "occurrence" occurs during the policy period; and
2. Delete paragraph **A.1.b.(2)**.

B. LIMITS OF INSURANCE

With respect only to the coverage provided by this endorsement, **SECTION D. Liability And Medical Expenses Limits of Insurance** is deleted in its entirety and replaced with the following:

D. Limits Of Insurance

1. Regardless of the number of:
 - a.** Insureds;
 - b.** Claims made or "suits" brought;
 - c.** Persons or organizations making claims or bringing "suits"; or



d. "Autos,"

the applicable Hired Auto Liability limit or Non-Owned Auto Liability limit shown in the Declarations is the most we will pay for damages under **SECTION A. Coverages** because of all "bodily injury" and "property damage" resulting from any one "occurrence" arising out of the maintenance or use of a "hired auto" or "non-owned auto".

C. EXCLUSIONS

With respect only to the insurance provided by this endorsement:

1. Under **Exclusions**, the paragraph entitled **Applicable to Business Liability Coverage** is amended to delete all exclusions except exclusions **a.**, **b.**, **d.**, **e.**, **f.** and **i.** and to add the following exclusions:

This insurance does not apply to:

- **Fellow Employee**

"Bodily injury" to:

- (1) Any fellow "employee" of the insured arising out of and in the course of employment by the insured or while performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that fellow "employee" while as a consequence of Paragraph (1) above.

- **Care, Custody or Control**

"Property Damage" to:

- (1) Property owned or being transported by, or rented or loaned to the insured; or
- (2) Property in the care, custody or control of the insured.

D. WHO IS AN INSURED

With respect only to the insurance provided by this endorsement, **Who Is An Insured** is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

1. You;
2. Subject to paragraph **3.c.** below, your "employee" while operating an "auto" hired or rented under a contract or agreement, with your permission, in that "employee's" name, while performing duties related to the conduct of your business.
3. Anyone else including any partner or "executive officer" of yours while using with your permission a "hired auto" or a "non-owned auto" except:
 - a. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner or lessee of a "non-owned auto" or any agent or "employee" of any such owner or lessee;
 - b. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;



- c. Your "employee" if the covered "auto" is leased, hired or rented by him or her or a member of his or her household under a lease or rental agreement for a period of 180 days or more;
 - d. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
 - e. Any partner or "executive officer" with respect to any "auto" leased or rented to such partner or officer or a member of his or her household under a lease or rental agreement for a period of 180 days or more;
 - f. Any person while employed in or otherwise engaged in duties in connection with an "auto business," other than an "auto business" you operate;
 - g. Anyone other than your "employees," partners, a lessee or borrower or any of their "employees," while moving property to or from a "hired auto" or a "non-owned auto"; or
4. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under 1., 2. or 3. above.

E. AMENDED DEFINITION

The Definition of "insured contract" in Section F – Definitions is amended by the addition of the following exceptions to paragraph f.:

Paragraph f. does not include that part of any contract or agreement:

- That pertains to the loan, lease or rental of an "auto" to you or any of your "employees," if the "auto" is loaned, leased or rented with a driver; or
- That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

F. ADDITIONAL DEFINITIONS

Section F. Definitions is amended by the addition of the following definitions:

- a. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos."
- b. "Hired auto" means any "auto" you or your "employee" lease, hire, rent or borrow in the course of your business. This does not include:
 - i. Any "auto" you lease, hire or rent under a lease or rental agreement for a period of 180 days or more, or
 - ii. Any "auto" you lease, hire, rent or borrow from any of your "employees," partners, stockholders, or members of their households.
- c. "Non-owned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business at the time of the "occurrence." This includes "autos" owned by your "employees" or partners or members of their households but only while being used in the course and scope of your business at the time of the "occurrence."

If you are a sole proprietor, "non-owned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business or personal affairs at the time of the "occurrence."



G. With respect only to the operation of a "hired auto" or "non-owned auto," **Paragraph H**, of the Businessowners Common Policy Conditions is deleted and replaced with the following:

H. Other Insurance

1. Except for any liability assumed under an "insured contract" the insurance provided by this Coverage Form is excess over any other collectible insurance.

However, if your business is the selling, servicing, repairing, parking or storage of "autos," the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's "auto" by you or your "employee."

2. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 57 WEG AC20BW

Endorsement Number:

Effective Date: 09/30/2021 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: Environment Planning Development Solutions Inc dba EPD Solutions Inc
2 Park Plaza, Suite 1120
Irvine, CA 92614

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. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

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: EPD SOLUTIONS
Business Location: 2 PARK PLZ STE 1120
IRVINE, CA 92614-8564
Owner Name(s): SAME

EPD SOLUTIONS
2 PARK PLZ STE 1120
IRVINE, CA 92614-8564

CITY OF LAKE ELSINORE

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

BUSINESS LICENSE NO. 026157
Business Type: CONSULTING SERVICES

Description: ENVIRONMENTAL, DEVELOPMENT &
PLANNING CONSULTANT

Issue Date: 7/28/2021 **Expiration Date:** 7/31/2022

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

THIS IS YOUR LICENSE • NOT TRANSFERABLE