

6) **Professional Services Agreement with LSA Associates, Inc. for Environmental Documentation for the Baker Street Industrial Project**

Approve and authorize the City Manager to execute an Agreement for Professional Services with LSA Associates, Inc. (LSA) to prepare California Environmental Quality Act (CEQA) compliance documents in the amount not to exceed \$310,350.00, in such final form as approved by the City Attorney.



REPORT TO CITY COUNCIL

To: Honorable Mayor and Members of the City Council

From: Jason Simpson, City Manager

Prepared by: Damaris Abraham, Community Development Director

Date: May 28, 2024

Subject: Professional Services Agreement with LSA Associates, Inc. for Environmental Documentation for the Baker Street Industrial Project

Recommendation

Approve and authorize the City Manager to execute an Agreement for Professional Services with LSA Associates, Inc. (LSA) to prepare California Environmental Quality Act (CEQA) compliance documents in the amount not to exceed \$310,350.00, in such final form as approved by the City Attorney.

Background

The City of Lake Elsinore serves as the lead agency to evaluate the environmental impacts of development projects proposed within the City. The Community Development Department is responsible for the preparation of the necessary information and, depending on the scope and size of the project, will either prepare the environmental documents in-house or have a consultant prepare the documents and studies. The project applicant (EPD Solutions, Inc.) through the application fee process pays for the cost of preparing the environmental analysis.

Discussion

The applicant has submitted an entitlement application for a new industrial warehouse project located at southwest and southeast of the intersection of Baker Street and Pierce Street. The project encompasses 24 parcels totaling 123.33 acres (APNs: 378-020-012, 015, 016, 024, 028, 029, 030, 031, 033, 034, 036, 037, 038, 039, 040, 041, 042, 043, 048, 054; 378-114-064; 389-080-013, and 058).

The project proposes the development of a 212,028 sq. ft. Warehouse building, a 788,423 sq. ft. Warehouse building, and a truck/trailer parking lot. The project will also include right-of-way improvements on Baker Street and Pierce Street and the realignment of Baker Street to Nichols Road and 33.65 acres of habitat conservation area.

It is anticipated that the proposed application will require the preparation of an Environmental Impact Report (EIR). The project will require several technical studies to be prepared including Air Quality, Energy, Greenhouse Gas, and Health Risk Assessment, Noise and Vibration Assessment, Cultural Resources Assessment, Paleontological Resources Assessment, Phase I Environmental Site Assessment, Visual Impact Assessment, Geotechnical/Soils Evaluation, Utility/Services System Study, Vehicle Miles Traveled (VMT) Analysis, and Wildfire Protection Plan and Report. LSA will utilize the above technical studies to prepare detailed analysis for the project as required by CEQA.

Fiscal Impact

The cost of preparing the environmental review will be paid by fees collected from the developer through the City's cost recovery program. All staff administrative time and consultant costs are paid from the applicant's fees. No General Fund budgets will be allocated or used for the completion of the CEQA documents for the project.

Attachments

Attachment 1 – Agreement
Exhibit A - Proposal

AGREEMENT FOR PROFESSIONAL SERVICES

LSA ASSOCIATES, INC.

ENVIRONMENTAL DOCUMENTATION FOR THE BAKER STREET INDUSTRIAL PROJECT

This Agreement for Professional Services (the "Agreement") is made and entered into as of May 28, 2024, by and between the City of Lake Elsinore, a municipal corporation ("City") and LSA Associates, Inc., a California Corporation ("Consultant").

RECITALS

- A. The City has determined that it requires the following professional services:
CEQA consulting services for the Baker Street Industrial Project ("Project").
- B. Consultant has submitted to City a proposal, dated April 19, 2024, 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 three hundred ten thousand three hundred and fifty dollars (\$310,350.00) without additional written authorization from the City. Notwithstanding any provision of Consultant's Proposal to the contrary, out of pocket expenses set forth in Exhibit A shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

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

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

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. Suspension shall not last longer than ninety (90) days.

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 in accordance with the approved Scope of Services. 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. City shall not be limited in its use of the Documents at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

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 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, unless compelled by law. 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, and shall not acquire any investment or interest, direct or indirect, in the area covered

by this Agreement, or any other source of income or 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, and agents, from and against 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. 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 damages or claims for damages; however Consultant's liability to City from any cause or combination of causes arising out of, or in connection with this Agreement, shall not exceed, in the aggregate, the amount of the Consultant's applicable insurance coverage as provided in Section 16 of this Agreement. 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, and servants, 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, and agents. 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: LSA Associates, Inc.
 Attn: Anthony Petros
 3210 El Camino Real, Suite 100
 Irvine, CA 92602

18. Assignment and Subcontracting. The parties recognize that a substantial reason for 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 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.

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

[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

“CONSULTANT”

Environment Planning Development Solutions, Inc. a California Corporation

City Manager

By: Anthony Petros
Its: Chief Executive Officer

ATTEST:

City Clerk

By: Justin Cary
Its: Chief Financial Officer

APPROVED AS TO FORM:

City Attorney

Assistant City Manager

Attachments: Exhibit A – Consultant’s Proposal
Exhibit B – List of Subcontractors

EXHIBIT A
CONSULTANT'S PROPOSAL
[ATTACHED]

EXHIBIT B
LIST OF SUBCONTRACTORS
[ATTACHED]



CARLSBAD
CLOVIS
IRVINE
LOS ANGELES
PALM SPRINGS
POINT RICHMOND
RIVERSIDE
ROSEVILLE
SAN LUIS OBISPO

March 1, 2024
Revised April 19, 2024

Damaris Abraham
City of Lake Elsinore
130 South Main Street
Lake Elsinore, CA 92530
(951) 674-3124, ext. 913
dabraham@lake-elsinore.org

Subject: Revised Proposal to Prepare an Environmental Impact Report for the Baker Street Industrial Warehouse Project in the City of Lake Elsinore, Riverside County (LSA Proposal No. 20240990.P)

Dear Ms. Abraham:

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

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

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

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

Sincerely,

LSA Associates, Inc.

Dionisios Glentis
Associate/Senior Environmental Planner

Attachment: Scope of Work

PROJECT UNDERSTANDING AND SCOPE OF WORK

PROJECT UNDERSTANDING

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

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

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

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

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

SCOPE OF WORK

Task 1.0: Project Initiation

Task 1.1: Project Kick-Off Meeting

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

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

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

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

Task 1.2: Project Description

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

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

Task 2.0: Peer Review of Technical Studies/Reports

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

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

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

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

Task 2.2: Noise and Vibration Assessment

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

Task 2.3: Cultural Resources Assessment

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

Task 2.4: Paleontological Resources Assessment

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

Task 2.5: Phase I Environmental Site Assessment

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

Task 2.6: Visual Impact Study

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

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

Note

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

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

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

Task 3.1: Geotechnical/Soils Evaluation

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

Task 3.2: Utility/Services System Study

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

Task 3.3: Vehicle Miles Traveled (VMT) Analysis

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

Task 3.4: Wildfire Protection Plan and Report

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

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

Task 4.1: Notice of Preparation/Notice of Completion

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

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

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

Task 4.2: Public Scoping Meeting

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

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

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

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

Task 5.0: Administrative Draft Environmental Impact Report

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

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

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

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

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

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

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

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

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

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

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

Note

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

Task 5.2: Administrative Draft EIR No. 2

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

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

Task 6.0: Draft Environmental Impact Report

Task 6.1: Prepare Draft EIR for Public Review

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

Task 6.2: Mitigation Monitoring and Reporting Program

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

Task 6.3: Notice of Completion and Notice of Availability

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

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

Task 6.4: Circulate Draft EIR for Public Review

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

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

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

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

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

Task 7.0: Final Environmental Impact Report

Task 7.1: Response to Comments

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

Note

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

Task 7.2: Administrative Final EIR

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

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

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

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

Note

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

Task 7.4: Final EIR

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

LSA will distribute the following:

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

Task 8.0: Project Management and Meetings

Task 8.1: Project Management

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

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

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

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

Task 8.2: Meetings and Public Hearings

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

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

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

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

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

Task 8.3: Notice of Determination

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

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

PROJECT SCHEDULE

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

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

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

¹ From date of receiving authorization to proceed and all required information.

² Assumes required data will be available 2 weeks after Notice to Proceed.

³ From date of completion of peer review and review of City-approved technical studies specified in Tasks 2.0 and 3.0.

⁴ Placeholder date. Actual date to be determined by City.

⁵ Date of delivery takes into account close of business for holidays.

⁶ Progress meetings as needed; City staff controls and administers Planning Commission and City Council calendars.

COST ESTIMATE

The cost estimate is divided into three phases as follows:

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

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

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

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

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

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

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

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

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

APPENDIX A

LSA SCHEDULE OF STANDARD CONTRACT PROVISIONS AND BILLING RATES

SCHEDULE OF STANDARD CONTRACT PROVISIONS AND BILLING RATES

FEES FOR PROFESSIONAL SERVICES

Fixed-Fee Contracts

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

Hourly Contracts

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

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

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

EXTRA SERVICES

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

INVOICING

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

PAYMENT OF ACCOUNTS

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

STANDARD OF CARE

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

PROJECT DELAYS

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

INDEMNIFICATION

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

ELECTRONIC FILE DATA CHANGES

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

FORCE MAJEURE

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

LITIGATION

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

NOTICES

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

TERMINATION OF CONTRACT

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

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

LIMITS OF LIABILITY

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

CONFIDENTIALITY

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

HOURLY BILLING RATES EFFECTIVE JUNE 2023

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

- ¹ The hourly rate for work involving actual expenses in court (e.g., giving depositions or similar expert testimony) will be billed at \$400 per hour regardless of job classifications.
- ² Hourly rates are subject to review at least annually, on or about June 1 of each year, and may be adjusted to reflect changing labor costs at LSA's discretion at that time.

LSA IN-HOUSE DIRECT COSTS EFFECTIVE JUNE 2023¹

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

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

APPENDIX B

VISIONSCAPE HOURLY BILLING RATES

VisionScape IMAGERY

A Visualization Firm

Hourly Rate Sheet

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